

Exhibit A

matters described therein. The documents attached hereto as Exhibits A-1, A-2, and A-3 are business records of Dell.

3. Attached hereto as Exhibit A-1, are true and correct copies of the invoices from Dell to Incompass IT, Inc. These invoices include the following:

	Date	Invoice No.	P.O. Number	Original Amount	Amount Owed
a	7/12/2009	XD94KN7T5	2354	3,272.00	1,216.60
b	8/6/2009	XDC1M91F2	2391	1,258.26	1,258.26
c	8/17/2009	XDC8F3RX5	2398	37,000.00	37,000.00
d	9/2/2009	XDCW3X4R7	2405	3,289.23	3,289.23
e	9/4/2009	XDD16JWW3	IHC200908312410	795.60	795.60
f	9/25/2009	XDDM4N355	PRAX2009091272421	776.25	776.25
g	10/12/2009	XDF3PJ4F4	CSE20090929	14,868.00	14,868.00
h	10/14/2009	XDF59RJP6	CSE20090929	14,782.56	14,782.56
i	10/23/2009	XDFFKJM15	INCINT200910232447	117.29	117.29
j	11/4/2009	XDFTWW545	PRA200908242405	1,475.00	1,475.00

4. Attached hereto as Exhibit A-2, are true and correct copies of the terms and conditions that were included on the reverse side of the invoices referenced in paragraph 3. The documents attached as Exhibit A-2 correspond to the invoices referenced in Paragraph 3 as follows:

	Date	Invoice Nos.
a	4/7/2009	XD94KN7T5
b	8/3/2009	XDC1M91F2, XDC8F3RX5, XDCW3X4R7, XDD16JWW3, XDDM4N355, XDF3PJ4F4, XDF59RJP6
c	10/15/2009	XDFFKJM15, XDFTWW545

5. Attached hereto as Exhibit A-3, are true and correct copies of the website terms and conditions in effect at the time of the invoices referenced in Paragraph 3. The documents attached as Exhibit A-3 correspond to the invoices referenced in Paragraph 3 as follows:

	Date	Invoice Nos.
a	5/1/2007	XD94KN7T5
b	8/3/2009	XDC1M91F2, XDC8F3RX5, XDCW3X4R7, XDD16JWW3, XDDM4N355, XDF3PJ4F4, XDF59RJP6, XDFFKJM15
c	11/1/2009	XDFTWW545

FURTHER AFFIANT SAYETH NAUGHT.

Gabriel Ramos
GABRIEL RAMOS

SWORN TO AND SUBSCRIBED BEFORE ME on this 16th day of September
2010.

Elizabeth Megan Bartlett
Notary Public - State of Texas

My Commission Expires: 7-2-13

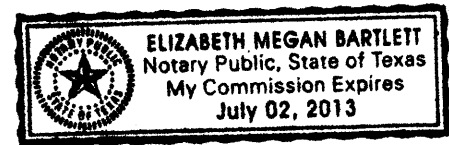


Exhibit A-1a



This is your INVOICE

FID Number: 74-2616805
Sales Rep: CODY CARDER
For Sales: (877) 861 - 3355
Sales Fax: (800) 727 - 8320
Customer Service: (877) 766 - 3355
Technical Support: (800) 289 - 3355
Dell Online: www.dell.com

Customer Number: 91035463
Purchase Order: 2354
Order Number: 802741284
Order Date: 07/07/09
45 01 O 01 01 N

Invoice Number: XD94KN7T5
Invoice Date: 07/12/09
Payment Terms: NET DUE 30 DAYS
Due Date: 08/11/09
Shipped Via: FEDEX GROUND
Waybill Number: 134619813439233

SOLD TO:

TIM LAMBRECHT
INCOMPASSIT
300 2ND ST NW
SAINT PAUL, MN 55112

SHIP TO:

TIM LAMBRECHT
INCOMPASSIT
300 2ND ST NW
SAINT PAUL, MN 551123242

PLEASE REVIEW DELL'S [TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy](http://www.dell.com/us/policy) OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
4	4	223-9862	Latitude E5500, Intel Core 2 Duo P8400, 2.26GHz, 3M L2 Cache, 1066MHz FSB	EA	818.00	3,272.00
4	4	311-8826	2.0GB, DDR2-800 SDRAM, 2 DIMM for Latitude	EA	0.00	0.00
4	4	330-1000	Internal English Keyboard Single Pointing, for Latitude Notebooks	EA	0.00	0.00
4	4	330-1652	Documentation (English) Latitude E -Family/Mobile Precision	EA	0.00	0.00
4	4	320-6894	Intel Integrated Graphics Media Accelerator 4500MHD, Latitude E5X00	EA	0.00	0.00
4	4	341-6441	160GB Free Fall Sensor Hard Drive 9.5MM, 7200RPM, Latitude	EA	0.00	0.00
4	4	311-8955	Single pointing touchpad for Latitude E5500	EA	0.00	0.00
4	4	320-6895	15.4 inch Wide Screen WXGA LCD for Latitude E5500	EA	0.00	0.00
4	4	467-5799	Windows XP PRO SP3 with Windows Vista Business License English, Dell Latitude	EA	0.00	0.00
4	4	313-6659	Internal MDC Modem for Latitude E5500	EA	0.00	0.00
4	4	330-0879	US - 3-FT, 3-Pin Flat E -Family Power Cord for Latitude E-Family	EA	0.00	0.00
4	4	330-1970	90W 3-Pin, AC Adapter for Latitude E5400/5500	EA	0.00	0.00
4	4	313-6663	8X DVD+-RW for Latitude E5X00	EA	0.00	0.00
4	4	420-8010	Roxio Creator Dell Edition, 9.0 Dell Latitude/Mobile Precision	EA	0.00	0.00
4	4	421-0536	Cyberlink Power DVD 8.2, with Media, Dell Relationship LOB	EA	0.00	0.00
4	4	430-3087	Dell WLAN 1510 (802.11a/b/g/n 2X3) 1/2 MiniCard for Latitude E/Mobile Precision	EA	0.00	0.00
4	4	330-1005	Resource DVD with Diagnostics and Drivers for Latitude e5500 Notebook	EA	0.00	0.00
4	4	312-0743	6-Cell/54 -Whr Battery for Latitude E5X00	EA	0.00	0.00
4	4	991-5277	*Dell Hardware Limited Warranty Plus Onsite Service Initial Year	EA	0.00	0.00
4	4	991-5408	*Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s)	EA	0.00	0.00
4	4	989-8690	*Basic Support: Next Business Day Parts and Labor Onsite Response Initial Year	EA	0.00	0.00
4	4	989-5982	*Basic Support: Next Business Day Parts and Labor Onsite Response 2 Year Extended	EA	0.00	0.00
4	4	991-2878	*Dell ProSupport Service Offering Declined	EA	0.00	0.00
4	4	900-9987	*Standard On -Site Installation Declined	EA	0.00	0.00
4	4	310-8319	Intel Core 2 Duo Processor	EA	0.00	0.00
4	4	310-9160	Vista Premium Downgrade Relationship Notebook	EA	0.00	0.00
			-DISCOUNT/COUPON APPLIED			
		System Service Tags	FFZWJK1 , JFZWJK1 , HFZWJK1 , GFZWJK1			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$25 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. PLEASE REMIT ALL PAYMENTS TO DELL MARKETING L.P. YOUR CONTRACTS HAVE BEEN ASSIGNED TO THIS ENTITY. EXCEPT FOR WARRANTY PURPOSES, DELL'S RETURN POLICIES ARE NOT AVAILABLE TO RESELLERS OR THEIR CUSTOMERS. PLEASE KEEP ORIGINAL BOX FOR ANY WARRANTY RETURNS.

Ship. &/or Handling	\$	0.00
Subtotal	\$	3,272.00
Taxable	Tax	
\$ 0.00	\$	0.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	3,272.00

DETACH AT LINE AND RETURN WITH PAYMENT



Invoice Number: XD94KN7T5
Customer Name: INCOMPASSIT
Customer Number: 91035463
Purchase Order: 2354
Order Number: 802741284

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 802816
CHICAGO, IL.606802816

Ship. &/or Handling	\$	0.00
Subtotal	\$	3,272.00
Taxable	Tax	
\$ 0.00	\$	0.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	3,272.00
	\$	
	\$	
	\$	
Balance Due	\$	3,272.00
Amount Enclosed		

Exhibit A-1b



This is your INVOICE

FID Number: 74-2616805
Sales Rep: JOHN_J_BRADSHAW
For Sales: (877) 861 - 3355
Sales Fax: (800) 727 - 8320
Customer Service: (877) 766 - 3355
Technical Support: (800) 289 - 3355
Dell Online: www.dell.com

Customer Number: 91035463
Purchase Order: 2391
Order Number: 833720711
Order Date: 08/04/09

45 01 0 01 01 N

Invoice Number: XDC1M91F2
Invoice Date: 08/06/09
Payment Terms: NET DUE 30 DAYS
Due Date: 09/05/09
Shipped Via: FEDEX GROUND
Waybill Number: 575139967413901

SOLD TO:

TIM LAMBRECHT
INCOMPASSIT
300 2ND ST NW
SAINT PAUL, MN 55112

SHIP TO:

RECE
INCOMPASSIT
300 2ND ST NW
SAINT PAUL, MN 55112

PLEASE REVIEW DELL'S [TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy](http://www.dell.com/us/policy) OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
2	2	224-2219	OptiPlex 760 Small Form Factor Base Standard PSU	EA	629.13	1,258.26
2	2	311-9513	OptiPlex 760,Core 2 Duo E8400/3.0GHz,6M,1333FSB	EA	0.00	0.00
2	2	468-3125	2GB,Non-ECC,800MHz DDR2,2X1GB OptiPlex	EA	0.00	0.00
2	2	330-1987	Dell USB Keyboard,No Hot Keys English,Black,Optiplex	EA	0.00	0.00
2	2	320-3704	No Monitor Selected, OptiPlex	EA	0.00	0.00
2	2	320-7407	Integrated Video,GMA 4500,Dell OptiPlex 760 and 960	EA	0.00	0.00
2	2	341-8007	160GB SATA 3.0Gb/s and 8MB Data Burst Cache,Dell OptiPlex	EA	0.00	0.00
2	2	341-4609	No Floppy Drive with Optical Filler Panel,Dell OptiPlex	EA	0.00	0.00
			Small Form Factor			
2	2	420-9570	Windows XP PRO SP3 with Windows Vista Business License	EA	0.00	0.00
			English,Dell Optiplex			
2	2	330-2733	Dell USB 2 Button Optical Mouse with Scroll,Black	EA	0.00	0.00
			OptiPlex			
2	2	330-2902	Intel Standard Manageability Hardware Enabled Systems	EA	0.00	0.00
			Management, Dell OptiPlex			
2	2	420-7963	Roxio Creator Dell Edition,9.0 Dell OptiPlex	EA	0.00	0.00
2	2	313-6092	8X DVD+/-RW,Slimline,OptiPlex Small Form Factor	EA	0.00	0.00
2	2	421-0536	Cyberlink Power DVD 8.2,with Media, Dell Relationship LOB	EA	0.00	0.00
2	2	311-9520	Heat Sink, Mainstream, Dell Optiplex Small Form Factor	EA	0.00	0.00
2	2	313-4825	No Speaker, OptiPlex	EA	0.00	0.00
2	2	330-1984	OptiPlex 760 Small Form Factor Standard Power Supply	EA	0.00	0.00
2	2	330-1710	Documentation,English,Dell OptiPlex	EA	0.00	0.00
2	2	330-1711	Power Cord,125V,2M,C13,Dell OptiPlex	EA	0.00	0.00
2	2	330-4817	Dell Energy Smart Power Management Settings Enabled	EA	0.00	0.00
			OPTI 760			
2	2	330-3686	Resource DVD contains Diagnostics and Drivers for	EA	0.00	0.00
			Dell OptiPlex			
2	2	421-0111	Norton Internet Security 2009 30 Day Trial, Dell Optiplex	EA	0.00	0.00
			Precision and Latitude			
2	2	330-2193	Shipping Material for System Cypher Small Form Factor,Dell	EA	0.00	0.00
			OptiPlex			
2	2	991-3742	*Basic Support: Next Business Day Parts and Labor Onsite Resp	EA	0.00	0.00
			onse 2 Year Extended			
2	2	991-6470	*Basic Support: Next Business Day Parts and Labor Onsite Resp	EA	0.00	0.00
			onse Initial Year			
2	2	992-6528	*Dell Hardware Limited Warranty Plus Onsite Service Extended	EA	0.00	0.00
			Year(s)			
2	2	992-6527	*Dell Hardware Limited Warranty Plus Onsite Service Initial Y	EA	0.00	0.00
			ear			
2	2	900-9987	*Standard On -Site Installation Declined	EA	0.00	0.00
2	2	900-9987	*Standard On -Site Installation Declined	EA	0.00	0.00
2	2	468-3168	Visit www.dell.com/windows7upgrade for Windows 7	EA	0.00	0.00
			upgrade eligibility, RLOB			
2	2	463-0742	Special Pricing Applied	EA	0.00	0.00

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$25 PER ITEM WILL BE ADDED TO INVOICE
ES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETUR
NS. PLEASE REMIT ALL PAYMENTS TO DELL MARKETING L.P. YOUR CONTRACTS HAVE BEEN ASSIGNED TO THIS ENTIT
Y. EXCEPT FOR WARRANTY PURPOSES, DELL'S RETURN POLICIES ARE NOT AVAILABLE TO RESELLERS OR THEIR CUST
OMERS. PLEASE KEEP ORIGINAL BOX FOR ANY WARRANTY RETURNS.

Ship. &/or Handling	\$	0.00
Subtotal	\$	1,258.26
Taxable	Tax	
\$	0.00	\$ 0.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	1,258.26

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XDC1M91F2
Customer Name: INCOMPASSIT
Customer Number: 91035463
Purchase Order: 2391
Order Number: 833720711

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 802816
CHICAGO, IL.606802816

Ship. &/or Handling	\$	0.00
Subtotal	\$	1,258.26
Taxable	Tax	
\$	0.00	\$ 0.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	1,258.26
	\$	
	\$	
	\$	
Balance Due	\$	1,258.26
Amount Enclosed		



FID Number: 74-2616805

Customer Number: 91035463

Invoice Number: XDC1M91F2

Sales Rep: JOHN_J_BRADSHAW

Purchase Order: 2391

For Sales: (877) 861 - 3355

Order Number: 833720711

Sales Fax: (800) 727 - 8320

Order Date: 08/04/09

Customer Service: (877) 766 - 3355

Technical Support: (800) 289 - 3355

Dell Online: www.dell.com

45 01 O 01 01 N

Invoice Date: 08/06/09

Payment Terms: NET DUE 30 DAYS

Due Date: 09/05/09

Shipped Via: FEDEX GROUND

Waybill Number: 575139967413901

SOLD TO:TIM LAMBRECHT
INCOMPASSIT
300 2ND ST NW
SAINT PAUL, MN 55112**SHIP TO:**RECE
INCOMPASSIT
300 2ND ST NW
SAINT PAUL, MN 55112PLEASE REVIEW DELL'S [TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy](http://www.dell.com/us/policy) OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
2	2	310-9161	Vista Premium Downgrade Relationship Desktop	EA	0.00	0.00
			-DISCOUNT \$281.48 -DISCOUNT/COUPON APPLIED			
		System Service Tags	CB31SK1 , BB31SK1			

Exhibit A-1c



This is your INVOICE

FID Number: 74-2616805 Customer Number: 91035463 Invoice Number: XDC8F3RX5
Sales Rep: CODY CARDER Purchase Order: 2398
For Sales: (877) 861 - 3355 Order Number: 844406458
Sales Fax: (800) 727 - 8320 Order Date: 08/13/09
Customer Service: (877) 766 - 3355
Technical Support: (800) 289 - 3355 45 01 O 01 01 N
Dell Online: www.dell.com

Invoice Date: 08/17/09
Payment Terms: NET DUE 30 DAYS
Due Date: 09/16/09
Shipped Via: CHAMPAGNE LOGISTICS
Waybill Number: CLA422361

SOLD TO:

TIM LAMBRECHT
INCOMPASSIT
300 2ND ST NW
SAINT PAUL, MN 55112

SHIP TO:

TIM LAMBRECHT
INCOMPASSIT
300 2ND ST NW
SAINT PAUL, MN 551123242

PLEASE REVIEW DELL'S [TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy](http://www.dell.com/us/policy) OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
1	1	224-6601	Dell EqualLogic PS6000X, Mainstream Performance 10K SAS Drives	EA	37,000.00	37,000.00
1	1	341-9301	6.4 Terabyte capacity,16X400GB 10K SAS, Dual Controller	EA	0.00	0.00
1	1	989-3439	*Thank you choosing Dell ProSup port. For tech support, visit http://support.dell.com/ProSup port or call 1 -800-945-3355	EA	0.00	0.00
1	1	993-1242	*Mission Critical Package: 4 -Ho ur 7x24 On -Site Service with E mergency Dispatch, 2 Year Exte nded	EA	0.00	0.00
1	1	993-1352	*ProSupport for IT: 7x24 HW / S W Tech Support and Assistance for Certified IT Staff, 3 Year	EA	0.00	0.00
1	1	993-5430	*Mission Critical Package: 4 -Ho ur 7x24 On -Site Service with E mergency Dispatch, Initial Yea r	EA	0.00	0.00
1	1	994-0198	*Dell Hardware Limited Warranty Extended Year	EA	0.00	0.00
1	1	994-0227	*Dell Hardware Limited Warranty Initial Year	EA	0.00	0.00
1	1	994-0248	*MISSION CRITICAL PACKAGE: Enha nced Services, 3 Year	EA	0.00	0.00
1	1	994-0259	*EqualLogic Advanced Software W arranty and Service,7x24 Acces s,3 Year	EA	0.00	0.00
1	1	990-0658	*PS array Customer Self Install Support Service	EA	0.00	0.00
		System Service Tags	5H6HYH1			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$25 PER ITEM WILL BE ADDED TO INVOICE
ES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETUR
NS. PLEASE REMIT ALL PAYMENTS TO DELL MARKETING L.P. YOUR CONTRACTS HAVE BEEN ASSIGNED TO THIS ENTIT
Y. EXCEPT FOR WARRANTY PURPOSES, DELL'S RETURN POLICIES ARE NOT AVAILABLE TO RESELLERS OR THEIR CUST
OMERS. PLEASE KEEP ORIGINAL BOX FOR ANY WARRANTY RETURNS.

Ship. &/or Handling	\$	0.00
Subtotal	\$	37,000.00
Taxable	Tax	
\$ 0.00	\$	0.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	37,000.00

DETACH AT LINE AND RETURN WITH PAYMENT



Invoice Number: XDC8F3RX5
Customer Name: INCOMPASSIT
Customer Number: 91035463
Purchase Order: 2398
Order Number: 844406458

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 802816
CHICAGO, IL.606802816

Ship. &/or Handling	\$	0.00
Subtotal	\$	37,000.00
Taxable	Tax	
\$ 0.00	\$	0.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	37,000.00
	\$	
	\$	
	\$	
Balance Due	\$	37,000.00
Amount Enclosed		

Exhibit A-1d



This is your INVOICE

FID Number: 74-2616805 Customer Number: 91035463 Invoice Number: XDCW3X4R7
Sales Rep: CODY CARDER Purchase Order: 2405
For Sales: (877) 861 - 3355 Order Number: 859828943
Sales Fax: (800) 727 - 8320 Order Date: 08/26/09
Customer Service: (877) 766 - 3355
Technical Support: (800) 289 - 3355 45 01 O 01 01 N
Dell Online: www.dell.com

Invoice Date: 09/02/09
Payment Terms: NET DUE 30 DAYS
Due Date: 10/02/09
Shipped Via: EAGLE USA
Waybill Number: 859828943

SOLD TO:

TIM LAMBRECHT
INCOMPASSIT
300 2ND ST NW
SAINT PAUL, MN 55112

SHIP TO:

TIM LAMBRECHT
INCOMPASSIT
300 2ND ST NW
SAINT PAUL, MN 551123242

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
1	1	224-4855	PowerEdge T610 Tower Chassis for Up to Eight 3.5 -Inch Hard Drives	EA	1,257.23	1,257.23
1	1	330-4119	PowerEdge T610 Shipping	EA	0.00	0.00
1	1	317-0233	16GB Memory (8x2GB), 1066MHz Dual Ranked UDIMMs for 2 Processors, Adv ECC	EA	0.00	0.00
1	1	317-0266	DIMM Blank for PowerEdge T610	EA	0.00	0.00
1	1	317-0266	DIMM Blank for PowerEdge T610	EA	0.00	0.00
1	1	317-0266	DIMM Blank for PowerEdge T610	EA	0.00	0.00
1	1	317-0266	DIMM Blank for PowerEdge T610	EA	0.00	0.00
1	1	430-1764	Embedded Broadcom, GB Ethernet NICs with TOE	EA	0.00	0.00
1	1	317-0262	E5502 Xeon Processor, 1.86GHz 4M Cache, 800MHz Max Mem	EA	0.00	0.00
1	1	317-1221	E5502 Xeon Processor, 1.86GHz 4M Cache, 800MHz Max Mem	EA	0.00	0.00
1	1	317-0265	PowerEdge T610/T710 Heat Sinks for 2 Processors	EA	0.00	0.00
1	1	341-4158	HD Multi-Select	EA	0.00	0.00
1	1	341-8785	PERC 6/i SAS RAID Controller 2x4 Connectors, Internal, PCIe 256MB Cache	EA	0.00	0.00
1	1	330-3491	Power Saving BIOS Setting	EA	0.00	0.00
1	1	420-6320	No Operating System	EA	0.00	0.00
1	1	467-8649	iDRAC6 Express	EA	0.00	0.00
1	1	313-6766	DVD-RW, SATA, Internal	EA	0.00	0.00
1	1	330-4219	Optical SATA for PowerEdge T610/T710	EA	0.00	0.00
1	1	330-5280	Dell Management Console	EA	0.00	0.00
1	1	330-3554	Electronic System Documentation and OpenManage DVD Kit	EA	0.00	0.00
1	1	341-8781	RAID 1/RAID 5 for PERC 6/i Controller	EA	0.00	0.00
1	1	330-4120	No Rails	EA	0.00	0.00
1	1	330-3549	High Output Power Supply Redundant, 870W	EA	0.00	0.00
1	1	310-9057	No Power Cord	EA	0.00	0.00
1	1	992-7652	*Basic: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair 2Year Extended	EA	0.00	0.00
1	1	993-1690	*Basic: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair Initial Year	EA	0.00	0.00
1	1	993-8338	*Dell Hardware Limited Warranty Extended Year	EA	0.00	0.00
1	1	993-8337	*Dell Hardware Limited Warranty Plus On Site Service Initial Year	EA	0.00	0.00
1	1	993-8379	*DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE -CALL YOUR DELL SALES REP IF UPGRADE NEEDED	EA	0.00	0.00
1	1	994-4019	*Basic support covers SATA Hard Drive for 1 year only regardless of support duration on the system	EA	0.00	0.00
1	1	900-9997	*On-Site Installation Declined	EA	0.00	0.00
1	1	310-8509	Power Cord, NEMA 5 -15P to C14, 15 amp, wall plug, 10 feet / 3 meter	EA	0.00	0.00
1	1	310-8959	QLE2460/62 Documentation Kit	EA	40.00	40.00
1	1	310-8360	Keyboard, USB, Black	EA	10.00	10.00

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$25 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. PLEASE REMIT ALL PAYMENTS TO DELL MARKETING L.P. YOUR CONTRACTS HAVE BEEN ASSIGNED TO THIS ENTITY. EXCEPT FOR WARRANTY PURPOSES, DELL'S RETURN POLICIES ARE NOT AVAILABLE TO RESELLERS OR THEIR CUSTOMERS. PLEASE KEEP ORIGINAL BOX FOR ANY WARRANTY RETURNS.

Ship. &/or Handling	\$	0.00
Subtotal	\$	3,289.23
Taxable	Tax	
\$ 0.00	\$	0.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	3,289.23

DETACH AT LINE AND RETURN WITH PAYMENT



Invoice Number: XDCW3X4R7
Customer Name: INCOMPASSIT
Customer Number: 91035463
Purchase Order: 2405
Order Number: 859828943

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 802816
CHICAGO, IL.606802816

Ship. &/or Handling	\$	0.00
Subtotal	\$	3,289.23
Taxable	Tax	
\$ 0.00	\$	0.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	3,289.23
	\$	
	\$	
	\$	
Balance Due	\$	3,289.23
Amount Enclosed		



FID Number: 74-2616805
Sales Rep: CODY CARDER
For Sales: (877) 861 - 3355
Sales Fax: (800) 727 - 8320
Customer Service: (877) 766 - 3355
Technical Support: (800) 289 - 3355
Dell Online: www.dell.com

Customer Number: 91035463
Purchase Order: 2405
Order Number: 859828943
Order Date: 08/26/09

45 01 O 01 01 N

Invoice Number: XDCW3X4R7
Invoice Date: 09/02/09
Payment Terms: NET DUE 30 DAYS
Due Date: 10/02/09
Shipped Via: EAGLE USA
Waybill Number: 859828943

SOLD TO:

TIM LAMBRECHT
INCOMPASSIT
300 2ND ST NW
SAINT PAUL, MN 55112

SHIP TO:

TIM LAMBRECHT
INCOMPASSIT
300 2ND ST NW
SAINT PAUL, MN 551123242

PLEASE REVIEW DELL'S [TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy](http://www.dell.com/us/policy) OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
1	1	310-9638	Optical Mouse, Two Buttons USB, Black	EA	9.00	9.00
1	1	320-8083	Dell E170S,17" Inch Flat Panel,17.0 Inch Viewable Image Size,OptiPlex,Precision Latitude and Enterprise	EA	139.00	139.00
1	1	341-8717	73GB 10K RPM Serial -Attach SCSI 2.5 inch Hot Plug Hard Drive in 3.5 inch Carrier	EA	239.00	239.00
1	1	341-8717	73GB 10K RPM Serial -Attach SCSI 2.5 inch Hot Plug Hard Drive in 3.5 inch Carrier	EA	239.00	239.00
1	1	341-8718	146GB 15K RPM Serial -Attach SCSI 3.5" Hot Plug Hard Drive	EA	339.00	339.00
1	1	341-8718	146GB 15K RPM Serial -Attach SCSI 3.5" Hot Plug Hard Drive	EA	339.00	339.00
1	1	341-8718	146GB 15K RPM Serial -Attach SCSI 3.5" Hot Plug Hard Drive	EA	339.00	339.00
1	1	341-8718	146GB 15K RPM Serial -Attach SCSI 3.5" Hot Plug Hard Drive	EA	339.00	339.00
		System Service Tags	F2B7VK1			

Exhibit A-1e



This is your INVOICE

FID Number: 74-2616805
Sales Rep: CODY CARDER
For Sales: (877) 861 - 3355
Sales Fax: (800) 727 - 8320
Customer Service: (877) 766 - 3355
Technical Support: (800) 289 - 3355
Dell Online: www.dell.com

Customer Number: 91035463
Purchase Order: IHC200908312410
Order Number: 865430445
Order Date: 08/31/09

Invoice Number: XDD16JWW3
Invoice Date: 09/04/09
Payment Terms: NET DUE 30 DAYS
Due Date: 10/04/09
Shipped Via: FEDEX GROUND
Waybill Number: 918192612271869

45 01 O 01 01 N

SOLD TO:

TIM LAMBRECHT
INCOMPASSIT
300 2ND ST NW
SAINT PAUL, MN 55112

SHIP TO:

PAUL ACHELNIK
INCOMPASSIT
300 2ND ST NW
SAINT PAUL, MN 551123242

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
2	2	224-0473	Opti 360, Desktop Base	EA	397.80	795.60
2	2	317-0138	OPTI 360, DUAL CORE E5300/2.6GHZ,2M,800	EA	0.00	0.00
2	2	311-7443	2.0GB,Non -ECC,800MHz DDR2 1x2GB,OptiPlex	EA	0.00	0.00
2	2	330-1987	Dell USB Keyboard,No Hot Keys English,Black,Optiplex	EA	0.00	0.00
2	2	320-3704	No Monitor Selected, OptiPlex	EA	0.00	0.00
2	2	320-5766	Integrated Video,GMA3100,Dell OptiPlex 330	EA	0.00	0.00
2	2	341-5096	160GB SATA 3.0Gb/s and 8MB Data Burst Cache,Dell OptiPlex	EA	0.00	0.00
2	2	341-3838	No Floppy Drive with Optical Filler Panel,Dell OptiPlex 320 and 330 Desktop	EA	0.00	0.00
2	2	310-9162	Vista Basic Downgrade Relationship Desktop	EA	0.00	0.00
2	2	467-7017	Genuine Windows Vista Business Bonus -Windows XP Professional downgrade	EA	0.00	0.00
2	2	468-3559	Dell Data Back -up and Recovery Manager for WinXP, English Latitude, Precision, OptiPlex, Vostro	EA	0.00	0.00
2	2	330-2733	Dell USB 2 Button Optical Mouse with Scroll,Black OptiPlex	EA	0.00	0.00
2	2	313-6743	16X DVD-ROM SATA,Data Only Dell OptiPlex 360, Black	EA	0.00	0.00
2	2	330-2080	Opti 360 Heat Sink, Desktop	EA	0.00	0.00
2	2	313-4825	No Speaker, OptiPlex	EA	0.00	0.00
2	2	330-2078	OptiPlex 360 Desktop Chassis with Standard Power Supply	EA	0.00	0.00
2	2	330-1710	Documentation,English,Dell OptiPlex	EA	0.00	0.00
2	2	330-1711	Power Cord,125V,2M,C13,Dell OptiPlex	EA	0.00	0.00
2	2	467-3564	No Dell Energy Smart Power Management Settings,OptiPlex	EA	0.00	0.00
2	2	330-3686	Resource DVD contains Diagnostics and Drivers for Dell OptiPlex	EA	0.00	0.00
2	2	330-1187	Shipping Material for System Neo Desktop,Dell OptiPlex Desktop	EA	0.00	0.00
2	2	990-7712	*Basic Support: Next Business Day Parts and Labor Onsite Response 2 Year Extended	EA	0.00	0.00
2	2	990-9750	*Basic Support: Next Business Day Parts and Labor Onsite Response Initial Year	EA	0.00	0.00
2	2	992-1808	*Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s)	EA	0.00	0.00
2	2	992-1807	*Dell Hardware Limited Warranty Plus Onsite Service Initial Year	EA	0.00	0.00
2	2	900-9987	*Standard On -Site Installation Declined	EA	0.00	0.00
2	2	468-3168	Visit www.dell.com /windows7upgrade for Windows 7 upgrade eligibility, RLOB	EA	0.00	0.00

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$25 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. PLEASE REMIT ALL PAYMENTS TO DELL MARKETING L.P. YOUR CONTRACTS HAVE BEEN ASSIGNED TO THIS ENTITY. EXCEPT FOR WARRANTY PURPOSES, DELL'S RETURN POLICIES ARE NOT AVAILABLE TO RESELLERS OR THEIR CUSTOMERS. PLEASE KEEP ORIGINAL BOX FOR ANY WARRANTY RETURNS.

Ship. &/or Handling	\$	0.00
Subtotal	\$	795.60
Taxable	Tax	
\$ 0.00	\$	0.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	795.60

DETACH AT LINE AND RETURN WITH PAYMENT



Invoice Number: XDD16JWW3
Customer Name: INCOMPASSIT
Customer Number: 91035463
Purchase Order: IHC200908312410
Order Number: 865430445

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 802816
CHICAGO, IL.606802816

Ship. &/or Handling	\$	0.00
Subtotal	\$	795.60
Taxable	Tax	
\$ 0.00	\$	0.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	795.60
	\$	
	\$	
	\$	
Balance Due	\$	795.60
Amount Enclosed		

Exhibit A-1f



This is your INVOICE

FID Number: 74-2616805

Customer Number: 91035463

Invoice Number: XDDM4N355

Sales Rep: CODY CARDER

Purchase Order: PRAX2009091272421

For Sales: (877) 861 - 3355

Order Number: 884825278

Invoice Date: 09/25/09

Sales Fax: (800) 727 - 8320

Order Date: 09/18/09

Payment Terms: NET DUE 30 DAYS

Customer Service: (877) 766 - 3355

Due Date: 10/25/09

Technical Support: (800) 289 - 3355

45 01 0 01 01 N

Shipped Via: FEDEX GROUND

Dell Online: www.dell.com

Waybill Number: 575139974229496

SOLD TO:

TIM LAMBRECHT
INCOMPASSIT
300 2ND ST NW
SAINT PAUL, MN 55112

SHIP TO:

PAUL ACHELNIK
INCOMPASSIT
300 2ND ST NW
SAINT PAUL, MN 551123242

PLEASE REVIEW DELL'S [TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy](#) OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
1	1	224-2213	OptiPlex 760 Desktop Base Standard PSU	EA	776.25	776.25
1	1	311-9513	OptiPlex 760,Core 2 Duo E8400/3.0GHz,6M,1333FSB	EA	0.00	0.00
1	1	311-7374	2GB,Non-ECC,800MHz DDR2,2X1GB OptiPlex	EA	0.00	0.00
1	1	330-1987	Dell USB Entry Keyboard, No Ho t Keys, No Palmrest, English, OptiPlex	EA	0.00	0.00
1	1	320-7185	Dell 19 in Widescreen E1909W Flat Panel, Optiplex Precision and Latitude	EA	0.00	0.00
1	1	320-7407	Integrated Video,GMA 4500,Dell OptiPlex 760 and 960	EA	0.00	0.00
1	1	341-8007	160GB SATA 3.0Gb/s and 8MB Data Burst Cache,Dell OptiPlex	EA	0.00	0.00
1	1	341-4072	No Floppy Drive with Optical Enhanced Filler Panel,Dell OptiPlex Desktop	EA	0.00	0.00
1	1	467-7451	Windows XP PRO SP3 with Windows Vista Business License English,Dell Optiplex	EA	0.00	0.00
1	1	468-3559	Dell Data Back -up and Recovery Manager for WinXP, English Latitude, Precision, OptiPlex, Vostro	EA	0.00	0.00
1	1	330-2733	Dell USB 2 Button Optical Mouse with Scroll,Black OptiPlex	EA	0.00	0.00
1	1	330-2902	Intel Standard Manageability Hardware Enabled Systems Management, Dell OptiPlex	EA	0.00	0.00
1	1	313-7104	16X DVD+/-RW SATA,Data Only Dell OptiPlex Desktop or Minitower,Black	EA	0.00	0.00
1	1	421-0536	Cyberlink Power DVD 8.2,with Media, Dell Relationship LOB	EA	0.00	0.00
1	1	421-1189	Roxio Creator Dell Edition 10.3, Media, Dell RLOB	EA	0.00	0.00
1	1	311-9521	Heat Sink, Mainstream, Dell Optiplex Desktop	EA	0.00	0.00
1	1	313-4825	No Speaker, OptiPlex	EA	0.00	0.00
1	1	330-1982	OptiPlex 760 Desktop Standard Power Supply	EA	0.00	0.00
1	1	330-1710	Documentation,English,Dell OptiPlex	EA	0.00	0.00
1	1	330-1711	Power Cord,125V,2M,C13,Dell OptiPlex	EA	0.00	0.00
1	1	330-4817	Dell Energy Smart Power Management Settings Enabled OPTI 760	EA	0.00	0.00
1	1	330-3686	Resource DVD contains Diagnostics and Drivers for Dell OptiPlex	EA	0.00	0.00
1	1	330-1187	Shipping Material for System Neo Desktop,Dell OptiPlex Desktop	EA	0.00	0.00
1	1	991-3842	*Basic Support: Next Business D ay Parts and Labor Onsite Resp onse 2 Year Extended	EA	0.00	0.00
1	1	991-6570	*Basic Support: Next Business D ay Parts and Labor Onsite Resp onse Initial Year	EA	0.00	0.00
1	1	992-6558	*Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s)	EA	0.00	0.00
1	1	992-6557	*Dell Hardware Limited Warranty Plus Onsite Service Initial Y ear	EA	0.00	0.00
1	1	900-9987	*Standard On -Site Installation Declined	EA	0.00	0.00
1	1	900-9987	*Standard On -Site Installation Declined	EA	0.00	0.00

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$25 PER ITEM WILL BE ADDED TO INVOICE
ES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETUR
NS. PLEASE REMIT ALL PAYMENTS TO DELL MARKETING L.P. YOUR CONTRACTS HAVE BEEN ASSIGNED TO THIS ENTIT
Y. EXCEPT FOR WARRANTY PURPOSES, DELL'S RETURN POLICIES ARE NOT AVAILABLE TO RESELLERS OR THEIR CUST
OMERS. PLEASE KEEP ORIGINAL BOX FOR ANY WARRANTY RETURNS.

Ship. &/or Handling	\$	0.00
Subtotal	\$	776.25
Taxable	Tax	
\$	0.00	\$ 0.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	776.25

DETACH AT LINE AND RETURN WITH PAYMENT



Invoice Number: XDDM4N355
Customer Name: INCOMPASSIT
Customer Number: 91035463
Purchase Order: PRAX2009091272421
Order Number: 884825278

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 802816
CHICAGO, IL.606802816

Ship. &/or Handling	\$	0.00
Subtotal	\$	776.25
Taxable	Tax	
\$	0.00	\$ 0.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	776.25
	\$	
	\$	
	\$	
Balance Due	\$	776.25
Amount Enclosed		



FID Number: 74-2616805
Sales Rep: CODY CARDER
For Sales: (877) 861 - 3355
Sales Fax: (800) 727 - 8320
Customer Service: (877) 766 - 3355
Technical Support: (800) 289 - 3355
Dell Online: www.dell.com

Customer Number: 91035463
Purchase Order: PRAX2009091272421
Order Number: 884825278
Order Date: 09/18/09

45 01 O 01 01 N

Invoice Number: XDDM4N355
Invoice Date: 09/25/09
Payment Terms: NET DUE 30 DAYS
Due Date: 10/25/09
Shipped Via: FEDEX GROUND
Waybill Number: 575139974229496

SOLD TO:

TIM LAMBRECHT
INCOMPASSIT
300 2ND ST NW
SAINT PAUL, MN 55112

SHIP TO:

PAUL ACHELNIK
INCOMPASSIT
300 2ND ST NW
SAINT PAUL, MN 551123242

PLEASE REVIEW DELL'S [TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy](http://www.dell.com/us/policy) OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
1	1	468-3168	Visit www.dell.com/windows7upgrade for Windows 7 upgrade eligibility, RLOB	EA	0.00	0.00
1	1	310-9161	Vista Premium Downgrade Relationship Desktop CKN7ZK1	EA	0.00	0.00
		System Service Tags				

Exhibit A-1g



This is your INVOICE
FID Number: 74-2616805
Sales Rep: CODY CARDER
For Sales: (877) 861 - 3355
Sales Fax: (800) 727 - 8320
Customer Service: (877) 766 - 3355
Technical Support: (800) 289 - 3355
Dell Online: www.dell.com
Customer Number: 91035463
Purchase Order: CSE20090929
Order Number: 902445745
Order Date: 10/05/09
45 01 O 01 01 N

Invoice Number: XDF3PJ4F4
Invoice Date: 10/12/09
Payment Terms: NET DUE 30 DAYS
Due Date: 11/11/09
Shipped Via: FEDEX GROUND
Waybill Number: 134619847096105

SOLD TO:

TIM LAMBRECHT
INCOMPASSIT
300 2ND ST NW
SAINT PAUL, MN 55112

SHIP TO:

MO CHANG
COMMUNITY SCHOOL OF EXCELLECE
1330 BLAIR AVE N
SAINT PAUL, MN 551042007

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
16	16	223-9150	Latitude E6500, Intel Core 2 Duo P8600, 2.40GHz, 1066MHz 3M L2 Cache, Dual Core	EA	929.25	14,868.00
16	16	311-8825	2.0GB, DDR2-800 SDRAM, 2 DIMM for Latitude	EA	0.00	0.00
16	16	330-0836	Internal English Keyboard for Latitude E	EA	0.00	0.00
16	16	330-1652	Documentation (English) Latitude E -Family/Mobile Precision	EA	0.00	0.00
16	16	320-6724	Intel Integrated Graphics Media Accelerator 4500MHD Latitude E6500	EA	0.00	0.00
16	16	341-6965	160GB Hard Drive 9.5MM,5400RPM for Latitude E6X00	EA	0.00	0.00
16	16	311-8819	No Fingerprint Reader for Latitude E6X00	EA	0.00	0.00
16	16	320-7298	Brushed Metal Black Wide WXGA LED LCD for Latitude E6500	EA	0.00	0.00
16	16	467-5799	Windows XP PRO SP3 with Windows Vista Business License English,Dell Latitude	EA	0.00	0.00
16	16	468-3559	Dell Data Back -up and Recovery Manager for WinXP, English Latitude, Precision, OptiPlex, Vostro	EA	0.00	0.00
16	16	313-6507	No Modem for Latitude E -Family	EA	0.00	0.00
16	16	330-0876	90W 3-Pin, AC Adapter for Latitude E -Family	EA	0.00	0.00
16	16	330-0879	US - 3-FT, 3-Pin Flat E -Family Power Cord for Latitude E-Family	EA	0.00	0.00
16	16	313-6509	24X CDRW/DVD for Latitude E -Family	EA	0.00	0.00
16	16	421-0536	Cyberlink Power DVD 8.3,with Media, Dell Relationship LOB	EA	0.00	0.00
16	16	320-7003	Integrated VGA webcam with microphone for Latitude E6500	EA	0.00	0.00
16	16	430-3085	Dell WLAN 1397 (802.11b/g) 1/2 MiniCard for Latitude E/Mobile Precision	EA	0.00	0.00
16	16	330-0884	No Intel vPro Technologys advanced management features for Latitude, Mobile Precision	EA	0.00	0.00
16	16	330-0863	Resource DVD with Diagnostics and Drivers for Latitude E6500 Notebook	EA	0.00	0.00
16	16	312-0729	6-Cell/54 -WHr Battery for Latitude E/Mobile Precision	EA	0.00	0.00
16	16	313-7550	Integrated 2.0mp Vga Web Cam W / Microphone For Wxga Lcd Lati tude E6500	EA	0.00	0.00
16	16	320-7977	15.4 inch Wide Screen WXGA LED LCD for Latitude E6500	EA	0.00	0.00
16	16	320-7978	Black 15.4 inch Wide Screen WXGA LED LCD for Latitude E6500	EA	0.00	0.00
16	16	421-1201	Dell Webcam Central Software Dell Latitude/Mobile Precision	EA	0.00	0.00
16	16	989-5560	*Contract - Mail -In Service, 24 x7 Technical Support, Initial Year	EA	0.00	0.00
16	16	991-3508	*Dell Hardware Limited Warranty Plus Return To Depot, Extende d Year(s)	EA	0.00	0.00
16	16	989-2852	*Contract - Mail -In Service, 24 x7 Technical Support, 2 Year E xtended	EA	0.00	0.00
16	16	991-3507	*Dell Hardware Limited Warranty Plus Return To Depot, Initial Year	EA	0.00	0.00

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$25 PER ITEM WILL BE ADDED TO INVOICE
ES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETUR
NS. PLEASE REMIT ALL PAYMENTS TO DELL MARKETING L.P. YOUR CONTRACTS HAVE BEEN ASSIGNED TO THIS ENTIT
Y. EXCEPT FOR WARRANTY PURPOSES, DELL'S RETURN POLICIES ARE NOT AVAILABLE TO RESELLERS OR THEIR CUST
OMERS. PLEASE KEEP ORIGINAL BOX FOR ANY WARRANTY RETURNS.

Ship. &/or Handling	\$	0.00
Subtotal	\$	14,868.00
Taxable	Tax	
\$ 0.00	\$	0.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	14,868.00

DETACH AT LINE AND RETURN WITH PAYMENT



Invoice Number: XDF3PJ4F4
Customer Name: INCOMPASSIT
Customer Number: 91035463
Purchase Order: CSE20090929
Order Number: 902445745

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 802816
CHICAGO, IL.606802816

Ship. &/or Handling	\$	0.00
Subtotal	\$	14,868.00
Taxable	Tax	
\$ 0.00	\$	0.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	14,868.00
	\$	
	\$	
	\$	
Balance Due	\$	14,868.00
Amount Enclosed		



FID Number: 74-2616805

Customer Number: 91035463

Invoice Number: XDF3PJ4F4

Sales Rep: CODY CARDER

Purchase Order: CSE20090929

For Sales: (877) 861 - 3355

Order Number: 902445745

Sales Fax: (800) 727 - 8320

Order Date: 10/05/09

Invoice Date: 10/12/09

Payment Terms: NET DUE 30 DAYS

Due Date: 11/11/09

Shipped Via: FEDEX GROUND

Waybill Number: 134619847096105

Customer Service: (877) 766 - 3355

Technical Support: (800) 289 - 3355

Dell Online: www.dell.com

45 01 O 01 01 N

SOLD TO:

TIM LAMBRECHT
INCOMPASSIT
300 2ND ST NW
SAINT PAUL, MN 55112

SHIP TO:

MO CHANG
COMMUNITY SCHOOL OF EXCELLECE
1330 BLAIR AVE N
SAINT PAUL, MN 551042007

PLEASE REVIEW DELL'S [TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy](http://www.dell.com/us/policy) OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
16	16	991-2878	*Dell ProSupport Service Offeri ng Declined	EA	0.00	0.00
16	16	900-9987	*Standard On -Site Installation Declined	EA	0.00	0.00
16	16	310-9160	Vista Premium Downgrade Relationship Notebook	EA	0.00	0.00
16	16	310-8319	Intel Core 2 Duo Processor	EA	0.00	0.00
		System Service Tags	5YYC0L1 , 8ZYC0L1 , 7YYC0L1 , 8YYC0L1 , 9YYC0L1 , BYYC0L1 , CYYC0L1 , DYYC0L1 , FYC0L1 , GYYC0L1 , JYYC0L1 , 2ZYC0L1 , 4ZYC0L1 , 6ZYC0L1 , 7ZYC0L1 , 6YYC0L1			

Exhibit A-1h



This is your INVOICE

FID Number: 74-2616805
Sales Rep: CODY CARDER
For Sales: (877) 861 - 3355
Sales Fax: (800) 727 - 8320
Customer Service: (877) 766 - 3355
Technical Support: (800) 289 - 3355
Dell Online: www.dell.com

Customer Number: 91035463
Purchase Order: CSE20090929
Order Number: 902443013
Order Date: 10/05/09
45 01 O 01 01 N

Invoice Number: XDF59RJP6
Invoice Date: 10/14/09
Payment Terms: NET DUE 30 DAYS
Due Date: 11/13/09
Shipped Via: OLD DOMINION
Waybill Number: 35017841186

SOLD TO:

TIM LAMBRECHT
INCOMPASSIT
300 2ND ST NW
SAINT PAUL, MN 55112

SHIP TO:

MO CHANG
COMMUNITY SCHOOL OF EXCELLECE
1330 BLAIR AVE N
SAINT PAUL, MN 551042007

PLEASE REVIEW DELL'S [TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy](http://www.dell.com/us/policy) OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
16	16	224-2257	OptiPlex 960 Small Form Factor Base Standard PSU	EA	923.91	14,782.56
16	16	311-9531	OptiPlex 960,Core 2 Duo E8600/3.33GHz,6M,1333FSB	EA	0.00	0.00
16	16	311-7374	2GB,Non-ECC,800MHz DDR2,2X1GB OptiPlex	EA	0.00	0.00
16	16	330-1989	Dell QuietKey Keyboard, No Hot Keys, No Palmrest, English, O	EA	0.00	0.00
			ptiPlex			
16	16	320-7686	Dell UltraSharp 1908FP Flat Panel,Black,w/Height	EA	0.00	0.00
			Adjustable Stand,19.0 Inch VIS OptiPlex,Precision and Latitud			
16	16	320-7407	Integrated Video,GMA 4500,Dell OptiPlex 760 and 960	EA	0.00	0.00
16	16	341-5472	80GB SATA 3.0Gb/s and 8MB Data Burst Cache,Dell OptiPlex 755	EA	0.00	0.00
16	16	341-8103	No Floppy Drive with Optical Filler Panel,Dell OptiPlex 960	EA	0.00	0.00
			Small Form Factor			
16	16	467-7451	Windows XP PRO SP3 with Windows Vista Business License	EA	0.00	0.00
			English,Dell OptiPlex			
16	16	468-3559	Dell Data Back-up and Recovery Manager for WinXP, English	EA	0.00	0.00
			Latitude, Precision, OptiPlex, Vostro			
16	16	330-2733	Dell USB 2 Button Optical Mouse with Scroll,Black	EA	0.00	0.00
			OptiPlex			
16	16	330-2626	vPro Secure Advanced Hardware Enabled Systems Management	EA	0.00	0.00
			Dell OptiPlex			
16	16	313-6090	8X DVD-ROM,OptiPlex Small Form Factor	EA	0.00	0.00
16	16	421-0536	Cyberlink Power DVD 8.3,with Media, Dell Relationship LOB	EA	0.00	0.00
16	16	311-9539	No Quiet Kit Option,Dell OptiPlex 960 Small Form Factor	EA	0.00	0.00
			and Desktop			
16	16	313-4825	No Speaker, OptiPlex	EA	0.00	0.00
16	16	330-2014	OptiPlex 960 Small Form Factor Standard Power Supply	EA	0.00	0.00
16	16	420-9701	Dell Control Point for OptiPlex,Systems	EA	0.00	0.00
16	16	330-1711	Power Cord,125V,2M,C13,Dell OptiPlex	EA	0.00	0.00
16	16	330-1710	Documentation,English,Dell OptiPlex	EA	0.00	0.00
16	16	341-8036	No RAID, Dell OptiPlex 960	EA	0.00	0.00
16	16	467-3564	No Dell Energy Smart Power Management Settings,OptiPlex	EA	0.00	0.00
16	16	330-3686	Resource DVD contains Diagnostics and Drivers for	EA	0.00	0.00
			Dell OptiPlex			
16	16	421-0111	Norton Internet Security 2009 30 Day Trial, Dell OptiPlex	EA	0.00	0.00
			Precision and Latitude			
16	16	330-2234	Chassis intrusion switch, Dell OptiPlex 960	EA	0.00	0.00
16	16	330-2031	Shipping Material for System Small Form Factor,Dell	EA	0.00	0.00
			OptiPlex 960			
16	16	311-9612	Mainstream Pentium Dual Core Dell OptiPlex 960 Small Form	EA	0.00	0.00
			Factor			
16	16	991-1972	*Basic Support: Next Business D ay Parts and Labor Onsite Resp	EA	0.00	0.00
			onse 2 Year Extended			
16	16	991-4430	*Basic Support: Next Business D ay Parts and Labor Onsite Resp	EA	0.00	0.00
			onse Initial Year			
16	16	992-5948	*Dell Hardware Limited Warranty Plus Onsite Service Extended	EA	0.00	0.00

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$25 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. PLEASE REMIT ALL PAYMENTS TO DELL MARKETING L.P. YOUR CONTRACTS HAVE BEEN ASSIGNED TO THIS ENTITY. EXCEPT FOR WARRANTY PURPOSES, DELL'S RETURN POLICIES ARE NOT AVAILABLE TO RESELLERS OR THEIR CUSTOMERS. PLEASE KEEP ORIGINAL BOX FOR ANY WARRANTY RETURNS.

Ship. &/or Handling	\$	0.00
Subtotal	\$	14,782.56
Taxable	Tax	
\$	\$	0.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	14,782.56

DETACH AT LINE AND RETURN WITH PAYMENT



Invoice Number: XDF59RJP6
Customer Name: INCOMPASSIT
Customer Number: 91035463
Purchase Order: CSE20090929
Order Number: 902443013

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 802816
CHICAGO, IL.606802816

Ship. &/or Handling	\$	0.00
Subtotal	\$	14,782.56
Taxable	Tax	
\$	\$	0.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	14,782.56
	\$	
	\$	
	\$	
Balance Due	\$	14,782.56
Amount Enclosed		



FID Number: 74-2616805
Sales Rep: CODY CARDER
For Sales: (877) 861 - 3355
Sales Fax: (800) 727 - 8320
Customer Service: (877) 766 - 3355
Technical Support: (800) 289 - 3355
Dell Online: www.dell.com

Customer Number: 91035463
Purchase Order: CSE20090929
Order Number: 902443013
Order Date: 10/05/09

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Invoice Number: XDF59RJP6
Invoice Date: 10/14/09
Payment Terms: NET DUE 30 DAYS
Due Date: 11/13/09
Shipped Via: OLD DOMINION
Waybill Number: 35017841186

SOLD TO:

TIM LAMBRECHT
INCOMPASSIT
300 2ND ST NW
SAINT PAUL, MN 55112

SHIP TO:

MO CHANG
COMMUNITY SCHOOL OF EXCELLECE
1330 BLAIR AVE N
SAINT PAUL, MN 551042007

PLEASE REVIEW DELL'S [TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy](http://www.dell.com/us/policy) OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
			Year(s)			
16	16	992-5947	*Dell Hardware Limited Warranty Plus Onsite Service Initial Year	EA	0.00	0.00
16	16	900-9987	*Standard On -Site Installation Declined	EA	0.00	0.00
16	16	420-8546	Vista Premium Down Grade Transactional Desktop Vostro	EA	0.00	0.00
16	16	310-9490	You have chosen a vPro System	EA	0.00	0.00
16	16	468-3168	Visit www.dell.com /windows7 upgrade for Windows 7 upgrade eligibility, RLOB	EA	0.00	0.00
		System Service Tags	9GHJ0L1 , HHHJ0L1 , CGHJ0L1 , DGHJ0L1 , FGHJ0L1 , GGHJ0L1 , HGHJ0L1 , 1HHJ0L1 , 2HHJ0L1 , 3HHJ0L1 , 5HHJ0L1 , 7HHJ0L1 , 9HHJ0L1 , CHHJ0L1 , FHHJ0L1 , BGHJ0L1			

Exhibit A-1i



This is your INVOICE

FID Number: 74-2616805

Sales Rep: CODY CARDER

For Sales: (877) 861 - 3355

Sales Fax: (800) 727 - 8320

Customer Service: (877) 766 - 3355

Technical Support: (800) 289 - 3355

Dell Online: www.dell.com

Customer Number: 91035463

Purchase Order: INCINT200910232447

Order Number: 924209426

Order Date: 10/23/09

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Invoice Number: XDFFKJM15

Invoice Date: 10/23/09

Payment Terms: NET DUE 30 DAYS

Due Date: 11/22/09

Shipped Via: UPS COMMERCIAL

Waybill Number:

SOLD TO:

TIM LAMBRECHT
INCOMPASSIT
300 2ND ST NW
SAINT PAUL, MN 55112

SHIP TO:

JULIE NORAKER
INCOMPASSIT
300 2ND ST NW
SAINT PAUL, MN 551123242

PLEASE REVIEW DELL'S [TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy](http://www.dell.com/us/policy) OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
1	1	312-0650	6-Cell/42 -WHr Primary Battery Latitude XT, Customer Kit	EA	109.49	109.49

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$25 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. PLEASE REMIT ALL PAYMENTS TO DELL MARKETING L.P. YOUR CONTRACTS HAVE BEEN ASSIGNED TO THIS ENTITY. EXCEPT FOR WARRANTY PURPOSES, DELL'S RETURN POLICIES ARE NOT AVAILABLE TO RESELLERS OR THEIR CUSTOMERS. PLEASE KEEP ORIGINAL BOX FOR ANY WARRANTY RETURNS.

Ship. &/or Handling	\$	0.00
Subtotal	\$	109.49
Taxable	Tax	
\$ 109.49	\$	7.80
ENVIRO FEE	\$	0.00
Invoice Total	\$	117.29

DETACH AT LINE AND RETURN WITH PAYMENT



Invoice Number: XDFFKJM15
Customer Name: INCOMPASSIT
Customer Number: 91035463
Purchase Order: INCINT200910232447
Order Number: 924209426

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 802816
CHICAGO, IL.606802816

Ship. &/or Handling	\$	0.00
Subtotal	\$	109.49
Taxable	Tax	
\$ 109.49	\$	7.80
ENVIRO FEE	\$	0.00
Invoice Total	\$	117.29
	\$	
	\$	
	\$	
Balance Due	\$	117.29
Amount Enclosed		

Exhibit A-1j



This is your INVOICE

FID Number: 74-2616805

Sales Rep: CODY CARDER

For Sales: (877) 861 - 3355

Sales Fax: (800) 727 - 8320

Customer Service: (877) 766 - 3355

Technical Support: (800) 289 - 3355

Dell Online: www.dell.com

Customer Number: 91035463

Purchase Order: PRA200908242405

Order Number: 929651705

Order Date: 10/28/09

45 01 O 01 01 N

Invoice Number: XDFTTWW545

Invoice Date: 11/04/09

Payment Terms: NET DUE 30 DAYS

Due Date: 12/04/09

Shipped Via: STANDARD OVERNIGHT F

Waybill Number:

SOLD TO:

TIM LAMBRECHT
INCOMPASSIT
300 2ND ST NW
SAINT PAUL, MN 55112

SHIP TO:

PRAXIS INTERNATIONAL
300 2ND ST NW
SAINT PAUL, MN 551123242

PLEASE REVIEW DELL'S [TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy](#) OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
1	1	421-0820	CommVault 8.0 Express Email/Database Edition Customer Kit	EA	1,475.00	1,475.00

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$25 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. PLEASE REMIT ALL PAYMENTS TO DELL MARKETING L.P. YOUR CONTRACTS HAVE BEEN ASSIGNED TO THIS ENTITY. EXCEPT FOR WARRANTY PURPOSES, DELL'S RETURN POLICIES ARE NOT AVAILABLE TO RESELLERS OR THEIR CUSTOMERS. PLEASE KEEP ORIGINAL BOX FOR ANY WARRANTY RETURNS.

Ship. &/or Handling	\$	0.00
Subtotal	\$	1,475.00
Taxable	Tax	
\$ 0.00	\$	0.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	1,475.00

DETACH AT LINE AND RETURN WITH PAYMENT



Invoice Number: XDFTTWW545
Customer Name: INCOMPASSIT
Customer Number: 91035463
Purchase Order: PRA200908242405
Order Number: 929651705

MAKE CHECK PAYABLE/REMIT TO:

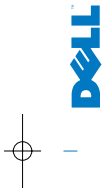
DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 802816
CHICAGO, IL.606802816

Ship. &/or Handling	\$	0.00
Subtotal	\$	1,475.00
Taxable	Tax	
\$ 0.00	\$	0.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	1,475.00
	\$	
	\$	
	\$	
Balance Due	\$	1,475.00
Amount Enclosed		

Exhibit A-2a

PS140001

PLEASE REVIEW IMPORTANT TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS INVOICE



(Rev 507)



PLEASE REVIEW IMPORTANT TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS INVOICE



(Rev 507)

Exhibit A-2b

PS140004 9/09

PLEASE REVIEW IMPORTANT TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS INVOICE

PLEASE REVIEW IMPORTANT TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS INVOICE



Exhibit A-2c



PLEASE REVIEW IMPORTANT TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS INVOICE

PLEASE REVIEW IMPORTANT TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS INVOICE

U.S. Terms and Conditions of Sale
PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.
THIS DOCUMENT CONTAINS A DISPUTE RESOLUTION AND BINDING ARBITRATION CLAUSE.

NOTE: These U.S. Terms and Conditions of Sale apply to your purchase of products made from Dell by phone, the Internet, or the Dell Direct store. These terms and conditions ("Agreement") apply to you if you are buying products and/or services and support ("Product") sold in the United States. By accepting delivery of the Product, you accept and are bound to the terms and conditions of this Agreement. If you do not wish to be bound by this Agreement, you must notify Dell and return your purchase pursuant to Dell's Return Policy (see www.dell.com/returnpolicy). THIS AGREEMENT SHALL APPLY UNLESS (1) YOU HAVE A SEPARATE PURCHASE AGREEMENT WITH DELL, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN; OR (2) OTHER DELL TERMS AND CONDITIONS APPLY TO THE TRANSACTION.

Not for Resale or Export. You agree to comply with all applicable laws and regulations of the various states and of the United States. You agree and warrant that you are buying for your own internal use only, and not for resale or export. Dell has separate terms and conditions governing resale or export of Dell products. Dell's separate terms and conditions governing resale or export for resale are located at: www.dell.com/policy/legal/termsofale.htm.

11. Governing Law. THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THEREUNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY, INCLUDING THE INTERPRETATION, APPLICATION, AND ENFORCEMENT OF THIS AGREEMENT, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW.

12. Dispute Resolution and Binding Arbitration. ANY CLAIM, DISPUTE, OR CONTROVERSY, INCLUDING THE INTERPRETATION, APPLICATION, AND ENFORCEMENT OF THIS AGREEMENT, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW.

13. Dispute Resolution and Binding Arbitration. ANY CLAIM, DISPUTE, OR CONTROVERSY, INCLUDING THE INTERPRETATION, APPLICATION, AND ENFORCEMENT OF THIS AGREEMENT, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW.

14. Dispute Resolution and Binding Arbitration. ANY CLAIM, DISPUTE, OR CONTROVERSY, INCLUDING THE INTERPRETATION, APPLICATION, AND ENFORCEMENT OF THIS AGREEMENT, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW.

15. Dispute Resolution and Binding Arbitration. ANY CLAIM, DISPUTE, OR CONTROVERSY, INCLUDING THE INTERPRETATION, APPLICATION, AND ENFORCEMENT OF THIS AGREEMENT, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW.

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18. Dispute Resolution and Binding Arbitration. ANY CLAIM, DISPUTE, OR CONTROVERSY, INCLUDING THE INTERPRETATION, APPLICATION, AND ENFORCEMENT OF THIS AGREEMENT, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW.

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THIS DOCUMENT CONTAINS A DISPUTE RESOLUTION AND BINDING ARBITRATION CLAUSE.

NOTE: These U.S. Terms and Conditions of Sale apply to your purchase of products made from Dell by phone, the Internet, or the Dell Direct store. These terms and conditions ("Agreement") apply to you if you are buying products and/or services and support ("Product") sold in the United States. By accepting delivery of the Product, you accept and are bound to the terms and conditions of this Agreement. If you do not wish to be bound by this Agreement, you must notify Dell and return your purchase pursuant to Dell's Return Policy (see www.dell.com/returnpolicy). THIS AGREEMENT SHALL APPLY UNLESS (1) YOU HAVE A SEPARATE PURCHASE AGREEMENT WITH DELL, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN; OR (2) OTHER DELL TERMS AND CONDITIONS APPLY TO THE TRANSACTION.

Not for Resale or Export. You agree to comply with all applicable laws and regulations of the various states and of the United States. You agree and warrant that you are buying for your own internal use only, and not for resale or export. Dell has separate terms and conditions governing resale or export of Dell products. Dell's separate terms and conditions governing resale or export for resale are located at: www.dell.com/policy/legal/termsofale.htm.

11. Governing Law. THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THEREUNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY, INCLUDING THE INTERPRETATION, APPLICATION, AND ENFORCEMENT OF THIS AGREEMENT, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW.

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17. Dispute Resolution and Binding Arbitration. ANY CLAIM, DISPUTE, OR CONTROVERSY, INCLUDING THE INTERPRETATION, APPLICATION, AND ENFORCEMENT OF THIS AGREEMENT, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW.

18. Dispute Resolution and Binding Arbitration. ANY CLAIM, DISPUTE, OR CONTROVERSY, INCLUDING THE INTERPRETATION, APPLICATION, AND ENFORCEMENT OF THIS AGREEMENT, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW.

Exhibit A-3a



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- Premier Login
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- My Order Status

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- Copyright
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- Intel Pentium III Processor
- Security
- Site Terms
- Legal Notices
- Change of Address/Request Catalog/Mailing List Removal
- Warranties
- BBB Online
- Terms and Conditions of Sale
- Piracy Statement
- Dell Software License Agreement

Terms and Conditions of Sale

U.S. Terms and Conditions of Sale

Terms and Conditions of Sale for Persons or Entities Purchasing to Resell

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U.S. Terms and Conditions of Sale

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These terms and conditions ("Agreement") apply to your purchase of computer systems and/or related products and/or services and support sold in the United States ("Product"). By accepting delivery of the Product, you accept and are bound to the terms and conditions of this Agreement. If you do not wish to be bound by this Agreement, you must notify Dell and return your purchase pursuant to [Dell's Return Policy](#). (See: <http://www.dell.com/policy/legal/warranty.htm>.) THIS AGREEMENT SHALL APPLY UNLESS (I) YOU HAVE A SEPARATE PURCHASE AGREEMENT WITH DELL, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN; OR (II) OTHER DELL TERMS AND CONDITIONS APPLY TO THE TRANSACTION.

- Other Documents.** This Agreement may NOT be altered, supplemented, or amended by the use of any other document(s) unless otherwise agreed to in a written agreement signed by both you and Dell. If you do not receive an invoice or acknowledgement in the mail, via e-mail, or with your Product, information about your purchase may be obtained at <https://support.dell.com/dellcare/Invoice.aspx> or by contacting your sales representative.
- Payment Terms; Orders; Quotes; Interest.** Terms of payment are within Dell's sole discretion, and unless otherwise agreed to by Dell, payment must be received by Dell prior to Dell's acceptance of an order. Payment for the products will be made by credit card, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by Dell. Invoices are due and payable within the time period noted on the reverse side of this invoice, measured from the date of the invoice. Dell may invoice parts of an order separately. Your order is subject to cancellation by Dell, at Dell's sole discretion. Unless you and Dell have agreed to a different discount, Dell's standard pricing policy for Dell-branded systems, which include both hardware and services in one discounted price, allocates the discount off list price applicable to the service portion of the system to be equal to the overall calculated percentage discount off list price on the entire system. Dell is not responsible for pricing, typographical, or other errors, in any offer by Dell and reserves the right to cancel any orders resulting from such errors.

3. **Shipping Charges; Taxes; Title; Risk of Loss.** Shipping and handling are additional unless otherwise expressly indicated at the time of sale. Title to products passes from Dell to Customer on shipment from Dell's facility. Loss or damage that occurs during shipping by a carrier selected by Dell is Dell's responsibility. Loss or damage that occurs during shipping by a carrier selected by you is your responsibility. You must notify Dell within 21 days of the date of your invoice or acknowledgement if you believe any part of your purchase is missing, wrong or damaged. Unless you provide Dell with a valid and correct tax exemption certificate applicable to your purchase of Product and the Product ship-to location, you are responsible for sales and other taxes associated with the order. Shipping dates are estimates only. Title to software will remain with the applicable licensor(s).
4. **Warranties.** THE LIMITED WARRANTIES APPLICABLE TO DELL-BRANDED HARDWARE PRODUCT CAN BE FOUND AT <http://www.dell.com/policy/legal/warranty.htm> OR IN THE DOCUMENTATION DELL PROVIDES WITH DELL-BRANDED PRODUCT. DELL MAKES NO WARRANTIES FOR SERVICE, SOFTWARE, OR NON-DELL BRANDED PRODUCT, SERVICE, MAINTENANCE OR SUPPORT. SUCH PRODUCT, SERVICE, MAINTENANCE OR SUPPORT IS PROVIDED BY DELL "AS IS" AND THIRD-PARTY WARRANTIES, SERVICES, MAINTENANCE AND SUPPORT ARE PROVIDED BY THE ORIGINAL MANUFACTURER OR SUPPLIER, NOT BY DELL. DELL MAKES NO EXPRESS WARRANTY EXCEPT THOSE STATED IN DELL'S APPLICABLE DELL-BRANDED WARRANTY OR SERVICE DESCRIPTION IN EFFECT ON THE DATE OF THE INVOICE, PACKING SLIP OR ACKNOWLEDGEMENT. DELL-BRANDED WARRANTIES AND SERVICES WILL BE EFFECTIVE, AND DELL IS NOT OBLIGATED TO HONOR ANY SUCH WARRANTY OR SERVICE UNTIL DELL RECEIVES PAYMENT IN FULL. DELL MAY REQUEST CANCELLATION OF THIRD-PARTY-BRANDED SOFTWARE LICENSES, SERVICES, MAINTENANCE OR SUPPORT IF DELL DOES NOT RECEIVE PAYMENT. IF YOU PURCHASE THIRD-PARTY-BRANDED PRODUCT, SERVICES, MAINTENANCE, OR SUPPORT ADDITIONAL THIRD-PARTY TERMS AND CONDITIONS MAY APPLY.
5. **Software.** All software is provided subject to a license agreement and you agree that you will be bound by such license agreement.
6. **Return Policies; Exchanges** Dell's return policy can be found at <http://www.dell.com/policy/legal/warranty.htm>. You must contact us directly before you attempt to return Product to obtain a Return Material Authorization Number for you to include with your return. You must return Product to us in their original or equivalent packaging. You are responsible for risk of loss, shipping and handling fees for returning or exchanging Product. Additional fees may apply. If you fail to follow the return or exchange instructions and policies provided by Dell, Dell is not responsible whatsoever for Product that is lost, damaged, modified or otherwise processed for disposal or resale. At Dell's discretion, credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing.
7. **Changed or Discontinued Product.** Dell's policy is one of ongoing update and revision. Dell may revise and discontinue Product at any time without notice to you and this may affect information saved in your online "cart." Dell will ship Product that have the functionality and performance of the Product ordered, but changes between what is shipped and what is described in a specification sheet or catalog are possible. Parts used in repairing or servicing Product may be new, equivalent-to-new, or reconditioned.
8. **Service and Support.** Service offerings may vary from Product to Product. In addition to these terms and conditions, Dell and/or your third-party service provider may provide such service and support to you in the United States in accordance with the term and conditions located at http://www.dell.com/service_contracts or as otherwise delivered to you. Dell and/or your third-party service provider may at their discretion, revise their general and optional service and support programs and the terms and conditions that govern them without prior notice to you. Dell has no obligation to provide service or support until Dell has received full payment for the Product or service/support contract you purchased. Dell is not obligated to provide third-party branded service or support, or service or support for any products or services that you purchased through a third-party and not Dell. It is your responsibility to backup all existing data, software, and programs before receiving services or support (including telephone support). Dell and/or your third-party service provider will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of the services

or support or any act or omission, including negligence, by Dell or your third-party service provider. Dell and/or your third-party service provider is not permitted by law to copy pirated or copyrighted materials or to copy or handle illegal data. Prior to Dell and/or your third-party service provider providing service or support, you represent that your system(s) does not contain illegal files or data. You also represent that you own the copyright or have a license to make copies to all files on your system and do not have any data that would cause Dell to be liable for copyright infringement if those files were copied by Dell and/or your third-party service provider.

9. **Limitation of Liability.** DELL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCT NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, DELL WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, DELL IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE APPLICABLE PRODUCT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

10. **Applicable Law; Not For Resale or Export.** You agree to comply with all applicable laws and regulations of the various states and of the United States. You agree and represent that you are buying only for your own internal use only, and not for resale or export. Dell has separate terms and conditions governing resale of Product by third parties and transactions outside the United States. Terms and conditions for resale are located at: www.dell.com/policy/legal/termsofsale.htm.

11. **Governing Law. THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THERE UNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING FUTURE, AND INCLUDING STATUTORY, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL arising from or relating to this agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this agreement, Dell's advertising, or any related purchase SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.**

12. **Binding Arbitration.** ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL, its agents, employees, principals, successors, assigns, affiliates (collectively for purposes of this paragraph, "Dell") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), Dell's advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com>), or via telephone at 1-800-474-2371). In the event of any inconsistency or conflict between NAF Code of Procedure and this Agreement, this Agreement shall control. The arbitration will be limited solely to the dispute or controversy between customer and Dell. NEITHER CUSTOMER NOR DELL SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The individual (non-class) nature of this dispute provision goes to the essence of the parties' arbitration agreement, and if found unenforceable, the entire arbitration provision shall not be enforced. This transaction involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA). Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. Dell will be responsible for paying any arbitration fees to the extent such fees exceed the

amount of the filing fee for initiating a claim in the small claims or similar court in the state in which you reside. Each party shall pay for its own costs and attorneys' fees, if any. However, if any customer prevails on any claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for fees, the Arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law. Information may be obtained and claims may be filed with the NAF at P.O. Box 50191, Minneapolis, MN 55405.

(REV 05/01/07)

Terms and Conditions of Sale for Persons or Entities Purchasing to Resell

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT APPLY TO YOU.

These terms and conditions ("Agreement") apply to your purchase and resale of computer systems, related products and/or services and support sold in the United States ("Products") by the Dell entity named on the invoice ("Dell") or other documents provided to you by Dell. This Agreement does not apply to you if you are buying for your own end use. By accepting delivery of the Products you agree to be bound by and accept the terms and conditions of this Agreement. These terms and conditions are subject to change at any time in Dell's sole discretion without prior written notice. If you do not wish to be bound by this Agreement, you must promptly notify Dell. Products must remain in the boxes in which they were shipped and notify us immediately to arrange a Product return. **YOU WILL BE RESPONSIBLE FOR SHIPPING & HANDLING CHARGES FOR THIS RETURN. ADDITIONAL RETURN OR RESTOCKING FEES MAY APPLY. THIS AGREEMENT SHALL APPLY UNLESS YOU HAVE A SEPARATE WRITTEN AGREEMENT WITH DELL OR OTHER DELL TERMS AND CONDITIONS APPLY.**

1. **Other Documents.** This Agreement may NOT be altered, supplemented or amended by the use of any other document(s) unless otherwise agreed to in a separate written agreement signed by both you and Dell. If you do not receive an invoice or acknowledgement in the mail or with your Product, information about your purchase may be obtained at <http://support.dell.com/DellCare/Index.aspx> or by contacting your sales representative.
2. **Reselling.** You may resell Products to end-users approved by Dell, in Dell's sole discretion, only after you have added value to the Products through the addition of hardware, software, or services. Approval by Dell shall not be deemed from the sale of Product to you. You may not resell to Consumer, Education, Healthcare, Federal, State or Local sector customers nor to distributors, third party sales agents, remarker or sell through retail storefronts or auction-type Web sites. This Agreement is not exclusive. Dell may market Products to any third party directly or indirectly without any obligation or liability to you. This Agreement does not guarantee that you will make any sales of the Products. You determine or set your resale Product pricing. Dell reserves the right to restrict or prohibit your participation in certain promotions, add, modify, or discontinue pricing, Products and/or parts. Dell may require you to meet additional obligations not outlined herein, which will be disclosed to you prior to your purchase of Products. You will provide Dell such information and reports as may reasonably be requested by Dell.
3. **Trademarks; Copyrights.** You may use the "Dell" name and Dell's product names solely for the purpose of accurately identifying the Dell-branded Products you market and/or sell under this Agreement. You agree to change or correct, at your own expense, any material or activity that Dell decides is inaccurate, objectionable or misleading or a misuse of Dell's name, trademarks, service marks, or Dell's logos or copyrighted works. You may not use the Dell name and Dell's product names for any other purpose. You may not use other Dell trademarks or service marks, or Dell's logos or copyrighted works, at any time. You are prohibited from referring to yourself as an authorized reseller of Dell, implying that you and Dell are partners, creating the impression that Dell is affiliated with you or has sponsored, authorized, approved or endorsed your business, or any offer or any marketing, advertising or promotion thereof. You may not register or use any domain name or

business name containing or confusingly similar to any name or mark of Dell's. You will clearly and prominently identify yourself in all offers and advertising, marketing and promotional materials relating to this Agreement.

4. **Quotes; Orders; Payment Terms; Interest.** Payment terms are within Dell's sole discretion. You agree not to violate the terms of any offer or concession made available by Dell. Dell may invoice and/or ship parts of an order separately. Dell reserves the right to cancel an order or transaction, in whole or in part. If you breach the provisions of this Agreement or the terms of any offer, Dell may charge or re-debit your account or credit card the full list price for your purchase (in lieu of a discounted or special price included in the offer). You agree to pay interest on all past-due sums at the highest rate allowed by law. You hereby grant Dell, and Dell hereby retains, a purchase money security interest and lien on any and all of your rights, title and interest in Products, wherever located, and all replacements or proceeds of the Products, until the invoice for the applicable Products is paid in full, including any late charges and costs of collection. You consent to Dell's use of this Agreement, as well as Product invoices, as financing statements for protecting this security interest and appoint Dell as your agent for service of process. Unless you and Dell have agreed to a different discount, Dell's standard pricing policy for Dell-branded systems, which include both hardware and services in one discounted price, allocates the discount off list price applicable to the service portion of the system to be equal to the overall calculated percentage discount off list price on the entire system.
5. **Shipping Charges; Taxes.** Shipping dates provided by Dell are estimates only. Shipping and handling are additional and will be shown on the invoice(s) or other documentation. Loss or damage that occurs during shipping by a carrier selected by Dell is Dell's responsibility. Loss or damage that occurs during shipping by a carrier selected by you is your responsibility. Unless you provide Dell with a valid and correct tax exemption certificate applicable to the Product ship-to location at the time of purchase, you will be responsible for sales and all other taxes associated with the order, however designated, except for Dell's franchise taxes and taxes on Dell's net income.
6. **Title; Risk of Loss; Insurance.** Title to products passes from Dell to you on shipment from Dell's facility or third party manufacturers facility. Title to software will remain with the applicable licensor(s). You will maintain comprehensive general liability, including products liability, insurance in an amount appropriate for your business, but in no event less than \$1,000,000.00 (US) with an insurance company having a Best rating of A. Upon Dell's request, you will provide to Dell a certificate of such insurance (including any new or amended certificates of insurance) and/or name Dell as an additional insured.
7. **Warranties.** DELL MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN THIS SECTION AND IN DELL'S APPLICABLE LIMITED WARRANTY STATEMENT IN EFFECT ON THE DATE OF THE INVOICE, PACKING SLIP OR ACKNOWLEDGEMENT FOUND AT <http://www1.us.dell.com/content/topics/global.aspx/policy/en/policy?c=us&l=en&s=gen&~section=010> OR THE DOCUMENTATION PROVIDED WITH THE PRODUCT(S). DELL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES BY DELL FOR NON-DELL BRANDED PRODUCTS, SERVICE OR SOFTWARE PRODUCTS. ALL SUCH PRODUCTS ARE PROVIDED BY DELL "AS IS". NO REVISION IN LIMITED WARRANTIES WILL AFFECT PRODUCTS ALREADY ORDERED BY YOU.
8. **Additional Remedies & Responsibilities.** DELL RESERVES THE RIGHT TO DISCONTINUE OR OTHERWISE VOID ANY WARRANTY, SERVICE, MAINTENANCE OR SUPPORT IT OFFERS IN WHOLE OR IN PART. DELL MAY REQUEST CANCELLATION OF THIRD PARTY-BRANDED SOFTWARE LICENSES, SERVICES, MAINTENANCE OR SUPPORT IF DELL DOES NOT RECEIVE PAYMENT. IF YOU PURCHASE THIRD PARTY-BRANDED PRODUCT, SERVICES, MAINTENANCE, OR SUPPORT ADDITIONAL THIRD PARTY TERMS AND CONDITIONS MAY APPLY. YOU SHALL BE SOLELY RESPONSIBLE FOR ALL REPRESENTATIONS OR OMISSIONS YOU MAKE TO YOUR CUSTOMERS INCLUDING BUT NOT LIMITED TO ANY REPRESENTATION OR OMISSION YOU MAKE. YOU WILL INFORM YOUR CUSTOMERS OF DELL'S RIGHTS AND YOUR OBLIGATIONS UNDER THIS

AGREEMENT.

9. **Software.** All software is provided subject to the license agreement that is provided with the Product. You agree that you and your customers will be bound by such license agreement.
10. **No Returns.** Dell's return policies including but not limited to Dell's "Return Policies" do not apply to your purchase of Product or to your customers.
11. **Products.** Dell's policy is one of on-going Product update and revision. Dell may revise and discontinue Products at any time without notice to you. Dell will ship Products that have the functionality and performance of the Products ordered, but changes between what is shipped and what is described in a specification sheet or catalog are possible. The parts and assemblies used in building Products and spare parts are selected from new, equivalent-to-new or reconditioned parts and assemblies.
12. **Limitation of Liability.** DELL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, LOST PROFITS, LOSS OF BUSINESS, YOUR BREACH OF THIS AGREEMENT OR THE PROVISION OF SERVICES AND SUPPORT. DELL WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR ON OUR WEB SITE TO THE CONTRARY, DELL IS NOT RESPONSIBLE FOR INFORMATION YOU PROVIDE TO US UNLESS YOU HAVE A SEPARATE WRITTEN AGREEMENT OTHERWISE. YOU AGREE THAT FOR ANY LIABILITY ARISING FROM OR RELATED TO THE PURCHASE OF ANY PRODUCTS, DELL IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT INVOICED BY DELL FOR THE RESPECTIVE PRODUCTS. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.
13. **Service and Support.** Service offerings may vary from product to product. In addition to these terms and conditions, Dell and/or your third-party service provider may provide such service and support to you in the United States in accordance with the terms and conditions located at http://www.dell.com/us/en/gen/services/service_service_contracts.htm or as otherwise delivered to you. Dell and/or your third-party service provider may at their discretion, revise their general and optional service and support programs and the terms and conditions that govern them without prior notice to you. DELL HAS NO OBLIGATION TO PROVIDE SERVICE OR SUPPORT TO YOU OR YOUR CUSTOMERS UNTIL DELL HAS RECEIVED FULL PAYMENT FOR THE PRODUCT OR SERVICES/SUPPORT CONTRACT THAT YOU PURCHASED. Dell is not obligated to provide third-party branded service or support, or service or support for any product or services that you purchased through a third-party and not Dell. It is your responsibility to backup all existing data, software, and programs before receiving service or support (including telephone support). Dell and/or your third-party service provider will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of the services or support or any act or omission, including negligence, by Dell or your third-party service provider. Dell and/or your third-party service provider is not permitted by law to copy pirated or copyrighted materials or to copy or handle illegal data. Prior to Dell and/or your third-party service provider providing service or support, you represent that your system(s) does not contain illegal files or data. You also represent that you own the copyright or have a license to make copies to all files on your system and do not have any data that would cause Dell to be liable for copyright infringement if those files were copied by Dell and/or your third-party service provider. To transfer service, contact Dell's customer service or go to <http://support.dell.com/DellCare/Index.aspx>.
14. **YOUR INDEMNITY TO DELL.** To the fullest extent permitted by law, you will indemnify, defend and hold Dell, including Dell's partners, officers, directors, agents, employees, subsidiaries, affiliates, parents, successors and assigns, harmless from any claim, demand, cause of action, debt or liability (including reasonable attorneys fees, expenses and court costs) arising from: (a) your modification (s) of and/or addition(s) to Product(s); (b) your breach of this Agreement, (c) your omissions, misrepresentations, or negligence, and (d) the Products sold by you damage a third party to the extent such claim is based on (i) your modification of and/or addition to the Products, misuse or


abuse of the Products, negligence or breach of any provision in this Agreement; (ii) your failure to abide by all applicable laws, rules, regulations and orders that affect the Products; (iii) your omission, misrepresentation, or negligence, or (iv) you or your end-users cause intentional harm to any person or property. Indemnified claims, debts and liabilities include the amount of any discount in price or concession that is made available by Dell to you.

15. **Dispute Resolution.** The parties will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) against Dell, its agents, employees, successors, assigns or affiliates (collectively for purposes of this paragraph, "Dell") arising out of or relating to this Agreement, Dell's advertising, or any related purchase (a "Dispute") through face to face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. If the parties are unable to resolve the Dispute through negotiation or mediation within a reasonable time after written notice from one party to the other that a Dispute exists, the Dispute will be settled by binding arbitration in accordance with the then current CPR Rules for Non-Administered Arbitration. The Arbitration will be conducted before three (3) independent and impartial arbitrators. Dell will appoint one (1) arbitrator and the other party or parties will appoint one (1) arbitrator. The two (2) appointed arbitrators will then select a third arbitrator, who shall be the presiding arbitrator. The arbitration hearing shall take place in Austin, Texas and will be governed by the United States Federal Arbitration Act to the exclusion of any inconsistent state laws. The arbitrators shall base their award on the terms of this Agreement, and will follow the law and judicial precedents that a United States District Judge sitting in the Western District of Texas would apply to the Dispute. The arbitrators shall render their award in writing and will include the findings of fact and conclusion of law upon which their award is based. Judgment upon the arbitration award may be entered by any court of competent jurisdiction. The existence or results of any negotiation, mediation or arbitration will be treated as confidential. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm, although the merits of the underlying Dispute will be resolved in accordance with this paragraph.
16. **Independent Contractors.** No provision of this Agreement will or shall be deemed to create a partnership, joint venture or other combination between Dell and you. You and Dell are independent contractors. Neither party will make any warranties or representations or assume any obligations on the other party's behalf. Neither party is nor will claim to be a legal representative, partner, franchisee, agent or employee of the other party. Each party is responsible for the amounts it incurs arising from this Agreement and for the direction and compensation, and is liable for the actions of, its employees and subcontractors.
17. **Governing Law. THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THERE UNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL arising from or relating to this agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this agreement, Dell's advertising, or any related purchase SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.**

18. **Export.** You acknowledge that the purchased goods licensed or sold under this Agreement, and the transaction contemplated by this Agreement, which may include technology and software, are subject to the customs and export control laws and regulations of the United States ("U.S.") and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured and/or received. You acknowledge that it is your sole responsibility to comply with and abide by those laws and regulations. Further, under U.S. law, the goods shipped pursuant to this Agreement may not be sold, leased or otherwise transferred to restricted countries or utilized by restricted end-users or an end-user engaged in activities related to weapons of mass destruction, including without limitation, activities related to the design, development, production or use of nuclear weapons, materials, or facilities, missiles or the support of missile projects, and chemical or biological weapons. You agree not to provide any written regulatory certifications or notifications on

behalf of Dell. Dell has not tested Products for use in high-risk activities including but not limited to any life sustaining, chemical, or mission critical use. DELL WILL NOT HAVE ANY LIABILITY FOR ANY DAMAGES ARISING FROM THE USE OF THE PRODUCTS IN ANY HIGH RISK ACTIVITY, INCLUDING, BUT NOT LIMITED TO, THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, MEDICAL SYSTEMS, LIFE SUPPORT, OR WEAPONS SYSTEMS.

19. **Headings.** The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived there from. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and will not be terminated. Neither party will be liable for any delays resulting from circumstances or causes beyond the party's reasonable control. (REV 05/01/07)

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Exhibit A-3b



United States

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Dell's Online Policies

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Privacy Policy	Purchases of Dell products and services are governed by one of the following terms and conditions. Please review carefully.
Cookies and Web Beacons	U.S. Terms and Conditions of Sale -- Direct (Applies to all direct purchases-by internet, phone, or Dell Direct Store)
About Our Ads	Retail Purchaser End User Agreement (Applies to all purchases from retail sellers)
Copyright	Terms and Conditions of Sale for Persons or Entities Purchasing to Resell (Applies to all purchases of products that buyer intends to resell to others)
Encryption	Site Terms (Governs use of Dell's web site)
Intel Pentium III Processor	
Security	U.S. Terms and Conditions of Sale - Direct (Applies to all direct purchases-by internet, phone, or Dell Direct Store)
Site Terms	PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS A BINDING ARBITRATION CLAUSE.
Legal Notices	NOTE: These U.S. Terms and Conditions of Sale apply to direct purchases made from Dell by phone, the Internet, or the Dell Direct store.
Change of Address/Request Catalog/Mailing List Removal	These terms and conditions ("Agreement") apply to your purchase of products and/or services and support ("Product") sold in the United States by Dell, including its affiliates or subsidiaries. By accepting delivery of the Product, you accept and are bound to the terms and conditions of this Agreement. If you do not wish to be bound by this Agreement, you must notify Dell and return your purchase pursuant to Dell's Return Policy. See: www.dell.com/returnpolicy THIS AGREEMENT SHALL APPLY UNLESS (I) YOU HAVE A SEPARATE PURCHASE AGREEMENT WITH DELL, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN; OR (II) OTHER DELL TERMS AND CONDITIONS APPLY TO THE TRANSACTION.
Warranties	
Terms and Conditions of Sale	
Return Policy	
Privacy Statement	
Dell Software License Agreement	
Dell Services License Agreement & Acceptable Use Policy (AUP)	
Usability/Accessibility at Dell	
View Service Contracts	
Online Communication Policy	
	<div><div>1. Other Documents. This Agreement may NOT be altered, supplemented, or amended by the use of any other document(s) unless otherwise agreed to in a written agreement signed by both you and Dell. If you do not receive an invoice or acknowledgement in the mail, via e-mail, or with your Product, information about your purchase may be obtained at https://support.dell.com/dellcare/Invoice.aspx or by contacting your sales representative.</div><div>2. Payment Terms; Orders; Quotes; Interest. Terms of payment are within Dell's sole discretion, and unless otherwise agreed to by Dell, payment must be received by Dell prior to Dell's acceptance of an order. Payment for the products will be made by credit card, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by Dell. Invoices are due and payable within the time period noted on your invoice, measured from the date of the invoice. Dell may invoice parts of an order separately. Your order is subject to cancellation by Dell, in Dell's sole discretion. Unless you and Dell have agreed to a different discount, Dell's standard pricing policy for Dell-branded systems, which include both hardware and services in one discounted price, allocates the discount off list price applicable to the service portion of the system to be equal to the overall calculated percentage discount off list price on the entire system. Dell is not responsible for pricing, typographical, or other errors in any offer by Dell and reserves the right to cancel any orders resulting from such errors.</div><div>3. Shipping Charges; Taxes; Title; Risk of Loss. Shipping and handling are additional unless otherwise expressly indicated at the time of sale. Title to products passes from Dell to Customer on shipment from Dell's facility. Loss or damage that occurs during shipping by a carrier selected by Dell is Dell's responsibility. Loss or damage that occurs during shipping by a carrier selected by you is your responsibility. You must notify</div></div>

Dell within 21 days of the date of your invoice or acknowledgement if you believe any part of your purchase is missing, wrong or damaged. Unless you provide Dell with a valid and correct tax exemption certificate applicable to your purchase of Product and the Product ship-to location, you are responsible for sales and other taxes associated with the order. Shipping dates are estimates only.

4. **Warranties.** THE LIMITED WARRANTIES APPLICABLE TO DELL-BRANDED HARDWARE PRODUCT CAN BE FOUND AT www.dell.com/warranty OR IN THE DOCUMENTATION DELL PROVIDES WITH DELL-BRANDED PRODUCT. DELL MAKES NO WARRANTIES FOR SERVICE, SOFTWARE, OR NON-DELL BRANDED PRODUCT, SERVICE, MAINTENANCE OR SUPPORT. SUCH PRODUCT, SOFTWARE, SERVICE, MAINTENANCE OR SUPPORT IS PROVIDED BY DELL "AS IS" AND ANY THIRD-PARTY WARRANTIES, SERVICES, MAINTENANCE AND SUPPORT ARE PROVIDED BY THE ORIGINAL MANUFACTURER OR SUPPLIER, NOT BY DELL. DELL MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN DELL'S APPLICABLE DELL-BRANDED WARRANTY OR SERVICE DESCRIPTION IN EFFECT ON THE DATE OF THE INVOICE, PACKING SLIP OR ACKNOWLEDGEMENT. DELL-BRANDED WARRANTIES AND SERVICES ARE EFFECTIVE ON PAYMENT IN FULL, AND DELL IS NOT OBLIGATED TO HONOR ANY WARRANTY OR PROVIDE SERVICE UNTIL DELL RECEIVES PAYMENT IN FULL. DELL MAY REQUEST CANCELLATION OF THIRD-PARTY-BRANDED SOFTWARE LICENSES, SERVICES, MAINTENANCE OR SUPPORT IF DELL DOES NOT RECEIVE PAYMENT. IF YOU PURCHASE THIRD-PARTY-BRANDED PRODUCT, SERVICES, MAINTENANCE, OR SUPPORT, ADDITIONAL THIRD-PARTY TERMS AND CONDITIONS MAY APPLY.
5. **Software.** All software is provided subject to a license agreement and you agree that you will be bound by such license agreement in addition to these terms. Title to software remains with the applicable licensor(s).
6. **Return Policies; Exchanges.** Dell's return policy can be found at www.dell.com/returnpolicy and you agree to those terms. You must contact us directly before you attempt to return Product to obtain a Return Material Authorization Number for you to include with your return. You must return Product to us in their original or equivalent packaging. You are responsible for risk of loss, shipping and handling fees for returning or exchanging Product. Additional fees may apply. If you fail to follow the return or exchange instructions and policies provided by Dell, Dell is not responsible for Product that is lost, damaged, modified or otherwise processed for disposal or resale. At Dell's discretion, credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing.
7. **Changed or Discontinued Product.** Dell's policy is one of ongoing update and revision. Dell may revise and discontinue Product at any time without notice to you and this may affect information saved in your online "cart." Dell will ship Product that has the functionality and performance of the Product ordered, but changes between what is shipped and what is described in a specification sheet or catalog are possible. Parts used in repairing or servicing Product may be new, equivalent-to-new, or reconditioned.
8. **Service and Support.**
 - A. **Consumer Customers.** Service offerings may vary. In addition to these terms and conditions, Dell and/or your third-party service provider may provide such service and support to you in accordance with term and conditions of Dell Service Descriptions located at www.dell.com/servicecontracts or as otherwise delivered to you. Dell and/or your third-party service provider may in their discretion revise their general and optional service and support programs and the terms and conditions that govern them without prior notice to you. Your purchase of services is pursuant to this Agreement and the terms and conditions of Dell Service Descriptions, if applicable, published online at the time of your purchase. Dell has no obligation to provide service or support until Dell has received full payment for the Product or service/support contract you purchased. Dell is not obligated to provide third-party branded service or support, or service or support for any products or services that you purchased through a third-party and not Dell. **It is your responsibility to backup all existing data, software, and programs before receiving services or support (including telephone support). Dell and/or your third-party service provider will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of the services or support or any act or omission, including negligence, by Dell or your-third-party service provider.** Dell and/or your third-party service provider is not permitted by law to copy pirated or copyrighted materials or to copy or handle illegal data. Prior to Dell and/or your third-party service provider providing service or support, you represent that your system(s) does not contain illegal files or data. You also represent that you own the copyright or have a license to make copies to all files on your system and do not have any data that would cause Dell or your third-party service provider to be liable for copyright infringement if such data was copied by Dell and/or your third-party service provider. Parts used in repairing or servicing Product(s) may be new, equivalent-to-new or reconditioned.
 - B. **Commercial Customers, including Small, Medium and Large Business and the Public Sector Customers.** Services and/or support offerings are provided to you pursuant to Dell's Customer Master Services Agreement ("CMSA"), which is available for review at www.dell.com/servicecontracts and incorporated herein in its entirety by reference.

9. **Limitation of Liability.** DELL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCT NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, DELL WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, DELL IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE APPLICABLE PRODUCT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.
10. **Not For Resale or Export.** You agree to comply with all applicable laws and regulations of the various states and of the United States. You agree and represent that you are buying only for your own internal use only, and not for resale or export. Dell has separate terms and conditions governing resale of Product by third parties and transactions outside the United States. Terms and conditions for resale are located at: www.dell.com/policy/legal/termsofsale.htm.
11. **Governing Law.** THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THERE UNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL arising from or relating to this agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this agreement, Dell's advertising, or any related purchase SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW.
12. **Dispute Resolution and Binding Arbitration.** ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL, its agents, employees, principals, successors, assigns, affiliates (collectively for purposes of this paragraph, "Dell") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), Dell's advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (AAA) or JAMS. Arbitration proceedings shall be governed by this provision and the applicable procedures of the selected arbitration administrator, including any applicable procedures for consumer-related disputes, in effect at the time the claim is filed. Consumer claimants (individuals whose transaction is intended for personal family or household use) may elect to pursue their claims in small-claims court rather than arbitration. The arbitration or small-claims court proceeding will be limited solely to the dispute or controversy between customer and Dell. In any dispute, NEITHER CUSTOMER NOR DELL SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The individual (non-class) nature of this dispute provision goes to the essence of the parties' dispute resolution agreement, and if found unenforceable, the entire arbitration and dispute resolution provision shall not be enforced. The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. This transaction shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA). Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. Dell will be responsible for paying any individual consumer's arbitration fees. If any customer prevails on any claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for fees, the Arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law. **YOU ACKNOWLEDGE THAT YOU ARE GIVING UP YOUR RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.** For information on AAA or JAMS, contact the following: American Arbitration Association, 335 Madison Avenue, 10th Floor, New York, NY 10017, www.adr.org; JAMS, 45 Broadway, New York, NY 10005, (800) 352-5267, www.jamsadr.com.

(REV 08/03/09)

Retail Purchaser End User Agreement (Applies to all purchases from retail sellers)

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT APPLY TO YOU. THIS DOCUMENT CONTAINS A BINDING ARBITRATION CLAUSE.

This Retail Purchaser End User Agreement ("Agreement") governs your retail purchase and use of products and/or services and support ("Product") sold in the United States by Dell, including its affiliates or subsidiaries. BY PURCHASING AND USING THE PRODUCT, YOU ("CUSTOMER") AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT USE THE PRODUCT, AND RETURN THE PRODUCT TO YOUR PLACE OF PURCHASE (subject to its return policy).

1. **Other Documents.** This Agreement may NOT be altered, supplemented, or amended by the use of any other document(s) unless otherwise agreed to in a written agreement signed by both you and Dell.
2. **Warranties.** THE LIMITED WARRANTIES APPLICABLE TO DELL-BRANDED HARDWARE PRODUCT CAN BE FOUND AT www.dell.com/warranty OR IN THE DOCUMENTATION FOUND WITH YOUR DELL-BRANDED PRODUCT. DELL MAKES NO WARRANTIES FOR SERVICE, SOFTWARE, OR NON-DELL BRANDED PRODUCT, SERVICE, MAINTENANCE OR SUPPORT. SUCH PRODUCT, SOFTWARE, SERVICE, MAINTENANCE OR SUPPORT IS PROVIDED BY DELL "AS IS" AND ANY THIRD-PARTY WARRANTIES, SERVICES, MAINTENANCE AND SUPPORT ARE PROVIDED BY THE ORIGINAL MANUFACTURER OR SUPPLIER, NOT BY DELL. DELL MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN DELL'S APPLICABLE DELL-BRANDED WARRANTY OR SERVICE DESCRIPTION IN EFFECT ON THE DATE OF THE PURCHASE OF YOUR PRODUCT. DELL-BRANDED WARRANTIES AND SERVICES ARE EFFECTIVE WHEN YOU HAVE TRANSFERRED THE OWNERSHIP OF THE PRODUCT INTO YOUR NAME, ALTHOUGH THE WARRANTY PERIOD COMMENCES ON THE DATE OF THE PURCHASE. YOU MAY FIND THE INSTRUCTIONS FOR HOW TO TRANSFER OWNERSHIP INTO YOUR NAME IN THE DOCUMENTATION FOUND WITH YOUR COMPUTER OR BY VISITING <http://www.dell.com/register>. **LIKE YOUR USE OF THE PRODUCT, TRANSFERRING OWNERSHIP OF THE PRODUCT INTO YOUR NAME EXPRESSES YOUR INTENT TO BE BOUND BY THE TERMS OF THIS AGREEMENT.** IF YOU PURCHASE THIRD-PARTY-BRANDED PRODUCT, SERVICES, MAINTENANCE, OR SUPPORT ADDITIONAL THIRD-PARTY TERMS AND CONDITIONS MAY APPLY.
3. **Software.** All software is provided subject to a license agreement and you agree that you will be bound by such license agreement in addition to these terms. Title to software remains with the applicable licensor(s).
4. **Return Policies; Exchanges.** Returns and exchanges are governed by the policies of the retailer where you purchased the Product.
5. **Service and Support.**
 - A. **Consumer Customers.** Service offerings may vary. In addition to terms and conditions, Dell and/or your third-party service provider may provide such service and support to you in accordance with the terms and conditions of Dell Service Descriptions located at www.dell.com/servicecontracts or as otherwise delivered to you. Dell and/or your third-party service provider may in their discretion revise their general and optional service and support programs and the terms and conditions that govern them without prior notice to you. Your purchase of services is pursuant to this Agreement and the terms and conditions of the Dell Service Descriptions, if applicable, published online at the time of your purchase. Dell has no obligation to provide service or support until Dell has received full payment for the service/support contract you purchased. Dell is not obligated to provide third-party branded service or support, or service or support for any products or services that you purchased through a third-party and not Dell. **It is your responsibility to backup all existing data, software, and programs before receiving services or support (including telephone support). Dell and/or your third-party service provider will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of the services or support or any act or omission, including negligence, by Dell or your third-party service provider.** Dell and/or your third-party service provider is not permitted by law to copy pirated or copyrighted materials or to copy or handle illegal data. Prior to Dell and/or your third-party service provider providing service or support, you represent that your system(s) does not contain illegal files or data. You also represent that you own the copyright or have a license to make copies to all files on your system and do not have any data that would cause Dell to be liable for copyright infringement if those files were copied by Dell and/or your third-party service provider. Parts used in repairing or servicing Product may be new, equivalent-to-new, or reconditioned.
 - B. **Commercial Customers, including Small, Medium and Large Business and Public Sector Customers.** Services and/or support offerings are provided to you pursuant to Dell's Customer Master Agreement ("CMSA"), which is available for review at www.dell.com/servicecontracts and incorporated herein in its entirety by reference.

6. **Limitation of Liability.** DELL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCT NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, DELL WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, DELL IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT YOU PAID FOR THE APPLICABLE PRODUCT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.
7. **Not For Resale or Export.** You agree to comply with all applicable laws and regulations of the various states and of the United States. You agree and represent that you are buying for your own internal use only, and not for resale or export. Dell has separate terms and conditions governing resale of Product by third parties and transactions outside the United States. Terms and conditions for resale are located at: www.dell.com/policy/legal/termsofsale.htm.
8. **Governing Law.** THE PARTIES AGREE THAT THIS AGREEMENT, THE PURCHASE AND USE OF THE PRODUCT, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement, Customer's purchase or use of the Product, Dell's advertising, or any related purchase SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW.
9. **Dispute Resolution and Binding Arbitration.** ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL, ITS AGENTS, EMPLOYEES, PRINCIPALS, SUCCESSORS, ASSIGNS, AFFILIATES (COLLECTIVELY FOR PURPOSES OF THIS PARAGRAPH, "DELL") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), Customer's purchase or use of the Product, Dell's advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION(AAA) or JAMS. Arbitration proceedings shall be governed by this provision and the applicable procedures of the selected arbitration administrator, including any applicable procedures for consumer-related disputes, in effect at the time the claim is filed. Consumer claimants (individuals whose transaction is intended for personal family or household use) may elect to pursue their claims in small-claims court rather than arbitration. . The arbitration or small-claims court proceeding will be limited solely to the dispute or controversy between Customer and Dell. In any dispute, NEITHER CUSTOMER NOR DELL SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The individual (non-class) nature of this dispute provision goes to the essence of the parties' dispute resolution agreement, and if found unenforceable, the entire arbitration and dispute resolution provision shall not be enforced. The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. This transaction shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA). Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. Dell will be responsible for paying any individual consumers' arbitration fees. If any Customer prevails on any claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for fees, the Arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law. **YOU ACKNOWLEDGE THAT YOU ARE GIVING UP YOUR RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.** For information on AAA or JAMS, contact the following: American Arbitration Association, 335 Madison Avenue, 10th Floor, New York, NY 10017, www.adr.org; JAMS, 45 Broadway, New York, NY 10005, (800) 352-5267, www.jamsadr.com.

(REV 08/03/09)

Terms and Conditions of Sale for Persons or Entities Purchasing to Resell

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT APPLY TO YOU.

These terms and conditions (this **"Agreement"**) apply to your purchase and resale of certain products (**"Products"**) and Dell services (**"Services"**) from Dell or a Dell distributor in the United States or Canada (collectively, Products and Services shall be referred to as **"Dell Products and Services"**). This Agreement does not apply to you if you are buying Dell Products and Services for your own end use. Not all Dell Products and Services are available for purchase under this Agreement. **"Dell"** means the direct or indirect affiliate or subsidiary of Dell Inc. named on your invoice, order confirmation, or other sales documents. **"You"** or **"you"** shall include your subsidiaries and affiliates that are majority owned or controlled by you, and are approved by Dell to resell Dell Products and Services under this Agreement (collectively, **"Affiliates"**). These terms and conditions are subject to change at any time in Dell's sole discretion without prior written notice. If you do not wish to be bound by this Agreement, you must promptly notify Dell. Products must remain in the boxes in which they were shipped and you must notify us immediately to arrange a Product return, for which YOU WILL BE RESPONSIBLE FOR SHIPPING & HANDLING CHARGES. ADDITIONAL RETURN OR RESTOCKING FEES MAY APPLY. THIS AGREEMENT SHALL APPLY UNLESS YOU HAVE A SEPARATE WRITTEN AGREEMENT WITH DELL THAT EXPRESSLY APPLIES TO YOUR PURCHASE AND RESALE OF DELL PRODUCTS AND SERVICES.

By purchasing Dell Products and Services for resale, you agree to be bound by and accept the terms and conditions of this Agreement.

TERMS AND CONDITIONS

1. **Appointment.** Subject to your compliance with this Agreement, you may resell Dell Products and Services to certain third parties (**"End-users"**) as authorized by Dell in writing, in Dell's sole discretion, only after you have added value to the Products through the addition of hardware, software, or services. Approval by Dell shall not be deemed from the sale of Product to you. You may not resell to Consumer, Education, Healthcare, Federal, State, Provincial or Local or other Public-sector customers, or to distributors or third-party sales agents, and you may not remarket or resell through retail storefronts or auction-type web sites. You may not resell to customers outside the United States or Canada, whichever is the country covered by the Dell entity from which you purchased Dell Products and Services. This Agreement is not exclusive. Dell may appoint other dealers, distributors, resellers, licensees or sales agents (including those who may compete with you) to sell Dell Products and Services. Dell may market Dell Products and Services to any third-party directly or indirectly without any obligation or liability to you. This Agreement does not guarantee that you will make any sales of Dell Products and Services. You determine or set your resale pricing. Dell reserves the right to restrict or prohibit your participation in certain promotions, and to add, modify, or discontinue pricing, Products, Services, or parts. Dell may require you to meet additional obligations not outlined herein, which will be disclosed to you prior to your purchase of Dell Products and Services for resale. You will provide Dell such information and reports pertinent to your relationship with Dell as may reasonably be requested by Dell.
2. **Trademarks; Copyrights.** . You may use the "Dell" name and the names of Dell's Products and Services (collectively, **"Names"**) solely for the purpose of accurately identifying the Dell Products and Services you market or sell under this Agreement. You may not use the Names for any other purpose, and may not use any other Dell trademarks, service marks, or copyrighted works. You agree to change or correct, at your own expense, any materials or activity that Dell decides is inaccurate, objectionable or misleading, or a misuse of the Names, trademarks, service marks, logos, or copyrighted works. You are prohibited from using Dell's logos, referring to yourself as an authorized reseller of Dell, or creating the impression that Dell is affiliated with you other than as permitted expressly by the terms of the PartnerDirect program. You may not claim or imply that you and Dell are legal partners or that Dell has sponsored, authorized, approved, or endorsed your business or any offer or marketing, advertising, or promotion thereof in any manner. You may not register or use any domain name or business name containing or confusingly similar to any name or mark of Dell's. You will clearly and prominently identify yourself in all your offers and advertising, marketing, and promotional materials.
3. **Intellectual Property Ownership.** All right, title and interest in the intellectual property rights in Dell Products and Services, including technology and trade secrets embodied therein and any custom developments created or provided in connection with or related to this Agreement, and any derivative works thereof, shall belong solely and exclusively to Dell or its licensors, and you shall have no rights whatsoever in any of the foregoing other than the rights set forth in this Agreement. Nothing in this Agreement or otherwise will be deemed to grant to you an ownership interest in the intellectual property rights in Dell Products and Services, in whole or in part.
4. **WARRANTIES.** DELL MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN (i) DELL'S APPLICABLE LIMITED WARRANTY STATEMENT IN EFFECT ON THE DATE OF THE INVOICE, PACKING SLIP, OR ACKNOWLEDGEMENT FOUND AT WWW.DELL.COM/WARRANTY OR THE DOCUMENTATION PROVIDED WITH THE PRODUCT(S) OR SERVICES OR (ii) WITH RESPECT TO THE SERVICES IN AN

APPLICABLE SERVICE CONTRACT OR SERVICES DESCRIPTION FOUND AT WWW.DELL.COM/SERVICECONTRACTS OR A SEPARATELY SIGNED STATEMENT OF WORK. DELL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES BY DELL FOR NON-DELL BRANDED PRODUCTS, SERVICES, OR SOFTWARE PRODUCTS. ALL SUCH PRODUCTS AND SERVICES ARE PROVIDED BY DELL "AS IS." NO REVISION IN LIMITED WARRANTIES WILL AFFECT PRODUCTS OR SERVICES ALREADY ORDERED BY YOU.

5. **REMEDIES & RESPONSIBILITIES.** DELL RESERVES THE RIGHT TO MODIFY OR DISCONTINUE SERVICE, MAINTENANCE, OR SUPPORT IT OFFERS IN WHOLE OR IN PART PROVIDED SUCH MODIFICATION OR DISCONTINUANCE SHALL NOT VOID ANY WARRANTY, SERVICE, MAINTENANCE, OR SUPPORT IN EXISTENCE AND PAID FOR PRIOR TO SUCH MODIFICATION OR DISCONTINUANCE. DELL MAY CANCEL SOFTWARE LICENSES, SERVICES, MAINTENANCE, OR SUPPORT IF DELL DOES NOT RECEIVE PAYMENT. IF YOU PURCHASE THIRD-PARTY-BRANDED PRODUCTS, SERVICES, MAINTENANCE, OR SUPPORT, ADDITIONAL THIRD-PARTY TERMS AND CONDITIONS MAY APPLY. YOU SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL REPRESENTATIONS AND OMISSIONS YOU MAKE OR FAIL TO MAKE TO YOUR CUSTOMERS OR TO THE PUBLIC. YOU WILL INFORM YOUR CUSTOMERS OF DELL'S RIGHTS AND YOUR OBLIGATIONS UNDER THIS AGREEMENT.
6. This Agreement may NOT be altered, supplemented, or amended by you via the use of any other document(s) unless otherwise agreed to in a separate written agreement signed by Dell. Any use of pre-printed forms, such as purchase orders, are for convenience only, and any terms set forth therein shall not apply to the purchase of Dell Products and Services in accordance with this Agreement.
7. **Limitation of Liability.** DELL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS AGREEMENT. DELL WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, OR FOR ANY LIABILITY FOR PRODUCTS OR SERVICES NOT BEING AVAILABLE FOR USE, LOST OR CORRUPTED DATA OR SOFTWARE, LOST PROFITS OR SAVINGS, LOSS OF BUSINESS, OR THE PROVISION OF SERVICES OR SUPPORT NOT OTHERWISE PAID FOR OR SUBJECT TO ANY WARRANTY ASSOCIATED WITH SUCH PRODUCT OR SERVICE WHETHER DIRECT OR INDIRECT, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR ON OUR WEB SITE TO THE CONTRARY, DELL IS NOT RESPONSIBLE FOR INFORMATION OR DATA YOU PROVIDE TO US UNLESS YOU HAVE A SEPARATE WRITTEN AGREEMENT TO THE CONTRARY. YOU AGREE THAT FOR ANY LIABILITY ARISING FROM OR RELATED TO THE PURCHASE OF ANY PRODUCTS OR SERVICES, DELL IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES: IN THE CASE OF PRODUCTS ABOVE THE AGGREGATE DOLLAR AMOUNT YOU PAID TO DELL FOR SUCH PRODUCTS THAT CAUSED THE LIABILITY OR IN THE CASE OF SERVICES THE AGGREGATE DOLLAR AMOUNT YOU PAID TO DELL FOR SUCH SERVICES THAT CAUSED THE LIABILITY IN THE PREVIOUS 12 MONTHS PRIOR TO SUCH CLAIM FOR LIABILITY. THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.
8. **Limitation Period.** Neither party may institute any action in any form arising out of this Agreement more than two (2) years after the cause of action has arisen, or in the case of nonpayment, more than two (2) years from the date of last payment.
9. **Your Indemnity to Dell.** To the fullest extent permitted by law, you will indemnify, defend, and hold harmless Dell, including Dell's officers, directors, agents, employees, subsidiaries, affiliates, parents, successors and assigns, from any claim, demand, cause of action, debt, or liability (including reasonable attorneys' or legal fees, expenses, and court costs) that relates to: (a) your modification of or addition to Dell Products and Services; (b) your breach of this Agreement, including your failure to secure assent by your End-Users to be bound by the CMSA (as defined below) or such other End-User terms provided by Dell to you in connection with this Agreement; (c) your omission, misrepresentation, or negligence; (d) warranties you provide to End-Users outside the terms of this Agreement with respect to Dell Products and Services; and (d) damage to a third party by Dell Products and Services sold by you to the extent such claim is based on (i) your modification of or addition to Dell Products and Services, misuse or abuse of Dell Products and Services, or breach of any provision in this Agreement; (ii) your failure to abide by all applicable laws, rules, regulations, and orders that affect Dell Products and Services; (iii) your omission, misrepresentation, or negligence; or (iv) intentional harm to any person or property caused by you. Indemnified claims, debts, and liabilities include the amount of any discount in price or concession that is made available by Dell to you.
10. **Marketing.** Reseller shall make no representations or warranties concerning Dell Products and Services except as Dell may itself approve in writing.
11. **Dispute Resolution - Arbitration.** The parties will attempt to resolve any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including statutory, consumer protection, common law, intentional tort and equitable claims) between you and Dell, its agents, employees, principals, successors, assigns, or affiliates (collectively for purposes of this paragraph, "Dell") arising from or relating to the parties' written agreements, their interpretation, or the breach, termination or

validity thereof, the relationships which result from the written agreements, the partner direct program, the reseller program, Dell's advertising, or any related purchase (each a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. If the parties are unable to resolve the Dispute through negotiation or mediation within a reasonable time after written notice from one party to the other that a Dispute exists, the Dispute will be settled by binding individual arbitration in accordance with the then current CPR Rules for Non-Administered Arbitration. The Arbitration will be conducted before a single arbitrator mutually agreed to by the parties. If such arbitrator cannot be agreed upon Dell will appoint one (1) arbitrator and you will appoint one (1) arbitrator. The two (2) appointed arbitrators will then select a third arbitrator, who shall be the presiding arbitrator. NEITHER YOU NOR DELL SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER RESELLERS OR PARTNERS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The individual (non-class) nature of this dispute provision goes to the essence of the parties' arbitration agreement, and if found unenforceable, the entire arbitration provision shall not be enforced. The arbitration hearing shall take place in Austin, Texas, and will be governed by the United States Federal Arbitration Act to the exclusion of any inconsistent state laws. The arbitrators shall base their award on the terms of any written Agreement(s), and will follow the law and judicial precedents that a United States District Judge sitting in the Western District of Texas would apply to the Dispute. (For Canadian entities: the arbitration hearing shall take place in Toronto, Ontario, and will be governed by the Arbitration Act of Ontario and the applicable laws of Ontario and Canada.) The arbitrator shall render its award in writing and will include the findings of fact and conclusion of law upon which their award is based. Judgment upon the arbitration award may be entered by any court of competent jurisdiction. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, although the merits of the underlying Dispute will be resolved in accordance with this paragraph.

12. **Independent Contractors.** No provision of this Agreement will or shall be deemed to create a legal partnership, joint venture, or other combination between Dell and you. You and Dell are independent contractors. Neither party will make any warranties or representations or assume any obligations on the other party's behalf. Neither party is or will claim to be a legal representative, franchisee, agent, or employee of the other party. Each party is responsible for the amounts it incurs arising from this Agreement and for the direction and compensation, and is liable for the actions, of its employees and subcontractors.
13. **Governing Law.** THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THEREUNDER, OR ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT, OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL arising from or relating to this Agreement, its interpretation, or the breach, termination, or validity thereof, the relationships which result from this Agreement, Dell's advertising, or any related purchase SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS (OR FOR CANADIAN ENTITIES, THE PROVINCE OF ONTARIO), WITHOUT REGARD TO CONFLICTS-OF-LAWS RULES.
14. **Export.** You acknowledge that the purchased Dell Products and Services licensed or sold under this agreement may include technology and software that are subject to the customs and export control laws and regulations of the United States ("U.S.") or Canada and may also be subject to the customs and export laws and regulations of the country in which Dell Products and Services are manufactured and/or in the case of both Dell Products and Services are received. For any authorized resale under this Agreement, you acknowledge that it is your sole responsibility to comply with those laws and regulations and you agree to fully abide by those laws and regulations. Further, under those laws, Dell Products and Services shipped pursuant to this Agreement may not be sold, leased or otherwise transferred to restricted End-Users (including those on the U.S. Department of Commerce, Bureau of Industry and Security "Entity List" and other lists of denied parties) or to restricted countries (currently Cuba, Iran, North Korea, Sudan, and Syria). In addition, the shipped Dell Products and Services may not be sold, leased or otherwise transferred to, or utilized by an End-User engaged in activities related to weapons of mass destruction, including without limitation, activities related to the design, development, production or use of nuclear weapons, materials, or facilities, missiles or the support of missile projects, and chemical or biological weapons. In addition, you agree to indemnify, defend and hold Dell harmless from any loss, expense, penalty or claim against Dell due to your violation or alleged violation of any such applicable laws and regulations. If purchased Dell Products and Services are resold in violation of the foregoing restrictions, Dell shall not be obligated to provide any warranty service or technical support.
15. **Regulatory Compliance.** Dell has not tested the Products for use in specialized or high-risk applications or hazardous environments, including but not limited to any life-sustaining, chemical, or mission-critical use. DELL WILL NOT HAVE ANY LIABILITY FOR ANY DAMAGES ARISING FROM THE USE OF THE PRODUCTS IN ANY HIGH RISK ACTIVITY, INCLUDING BUT NOT LIMITED TO THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, MEDICAL SYSTEMS, LIFE SUPPORT, OR WEAPONS SYSTEMS. You are responsible for ensuring continued regulatory compliance, including but not limited to

- compliance to electrostatic discharge and radiated emissions standards, for any modifications or additions made to the Products after the Products are shipped from Dell. You are also responsible for obtaining any regulatory compliance marks that may be required to ship into locations other than United States and Canada.
16. **Headings.** The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived there from. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and will not be terminated.
17. **Language.** The parties confirm that it is their wish that this Agreement, as well as other documents relating to this Agreement, including all notices, have been and will be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise.
18. **Audit.** You will maintain accurate and legible records for a period of five years and will grant to Dell, or its designee, reasonable access to and copies of, any information reasonably requested by Dell with respect to your performance under this Agreement.
19. **Termination.** Dell may terminate this Agreement for any reason upon written notice to you at the address provided to Dell in accordance with the terms of this Agreement. This Agreement may be terminated by written notice of termination by either party if the other party breaches any of its obligations under this Agreement and the breach is not substantially cured within 30 days of receipt of notice of such breach (or, if an effort to cure is being diligently pursued, within such time as is reasonably necessary to complete the cure).
20. **Purchases by Affiliates.** Unless otherwise agreed in writing, any Affiliate who submits an order to Dell shall have thereby agreed to abide by the terms of this Agreement. Dell, in its sole discretion, may discontinue selling Dell Products and Services to any Affiliate or may require additional payment and/or credit conditions for such Affiliate. In consideration of Dell's agreement to extend credit to your Affiliates at the same or similar level as the credit extended to you, you hereby unconditionally guarantee complete and timely payment of any and all amounts due to Dell from any Affiliate.
21. **Assignment; Subcontracting.** You may not assign this Agreement without the prior written consent of Dell. Dell has the right to subcontract the Services provided under this Agreement.
22. **Force Majeure.** Dell shall not be liable to you for any failure to perform any of its obligations under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, war, embargo, strike, riot or the intervention of any governmental authority (a "Force Majeure").
23. **Notices.** To give notice under this Agreement, your notice must be in writing and sent by postage prepaid first-class mail, receipted courier service, facsimile telecommunication or electronic mail to the address below. Notice to you may be sent to you by postage prepaid first-class mail, receipted courier service, facsimile telecommunication or electronic mail to the address and contact information provided by you to Dell in connection with this Agreement.
Dell Marketing L.P.
Attn: Mgr Contracts
One Dell Way
Round Rock, TX 78682
24. **Quotes; Orders; Payment Terms; Interest.** Payment terms for Dell Products and Services are within Dell's sole discretion and shall be set forth at the time of purchase of such Dell Products and Services. You agree not to violate the terms of any offer or concession made available by Dell. Dell may invoice or ship parts of an order separately. Dell reserves the right to cancel an order or transaction, in whole or in part. If you breach the provisions of this Agreement or the terms of any offer, Dell may charge or re-debit your account or credit card the full list price for your purchase (in lieu of a discounted or special price included in the offer). You agree to pay interest on all past-due sums at the highest rate allowed by law. You hereby grant Dell, and Dell hereby retains, a purchase money security interest and lien on any and all of your rights, title, and interest in Products, wherever located, and all replacements or proceeds of the Products, until the invoice for the applicable Products is paid in full, including any late charges and costs of collection. You consent to Dell's use of this Agreement, as well as Product invoices, as financing statements for protecting this security interest and appoint Dell as your agent for service of process. Unless you and Dell have agreed to a different discount, Dell's standard pricing policy for Products, which include both hardware and support services in one discounted price, allocates the discount off list price applicable to the service portion of the system to be equal to the overall calculated percentage discount off list price on the entire system.
25. **Shipping Charges; Risk of Loss; Taxes.** Shipping dates provided by Dell are estimates only. Shipping and handling are additional and will be shown on the invoice(s) or other documentation. Loss or damage to Products that occurs during shipping by a carrier selected by Dell is Dell's responsibility. Loss or damage that occurs during shipping by a carrier selected by you is your responsibility. Unless you provide Dell with a valid and correct tax-exemption certificate at the time of purchase, you will be responsible for any and all taxes and fees associated with the order of Dell Products and Services, however designated, except for Dell's franchise taxes and taxes on Dell's net income.
26. **Title; Insurance.** Title to Products (except software) passes from Dell to you on shipment from Dell's facility or third-party manufacturer's facility. Title to software will

remain with the applicable licensor(s). You will maintain comprehensive general liability, including products liability, insurance in an amount appropriate for your business, but in no event less than \$1,000,000.00 (US) with an insurance company having a Best rating of A. Upon request, you will name Dell as an additional insured and provide to Dell a certificate of such insurance (including any new or amended certificates of insurance).


27. **Software; End-User License Agreement.**
 - A. **Products.** All software distributed with Products is provided subject to the End-User license agreement that is provided with the Product. You agree that you and your End-Users will be bound by such license agreement.
 - B. **Services.** All software services, online services, hosted solutions, cloud computing services and software-enabled services are provided pursuant to the license agreement and Acceptable Use Policy set forth at www.dell.com/AUP.
28. **No Returns.** All sales are final. Neither you nor your customers may return Products to Dell. If you refuse delivery of Products that you ordered, you will be responsible for shipping and handling charges and additional return or restocking fees may apply.
29. **Order Support; Other.** If you do not receive an invoice or acknowledgement in the mail or with your Dell Products and Services, information about your purchase may be obtained at www.support.dell.com/DellCare/Index.aspx (or in Canada at www.dell.ca/support) or by contacting your sales representative. You are obligated to ensure that you transfer the asset/service identification number (e.g. the Service Tag or Asset Number) to your End-User that is associated with Dell Products and Services you have purchased for resale in accordance with this Agreement. The process to complete such transfer is located at www.support.dell.com, which process may change from time to time. It is your responsibility to ensure compliance with the latest version of the posted process. You acknowledge that your failure to properly transfer the asset/service identification number will result in the End-User's inability to receive services from Dell.
30. **Dell Products and Services Updates.** Dell's policy is one of ongoing Dell Products and Services update and revision. Dell may revise and discontinue Dell Products and Services at any time without notice to you. Dell will ship Products and offer Services that have the functionality and performance of Dell Products and Services ordered, but changes between what is provided to you and what is described in a specification sheet or catalog are possible.
31. **Support Services Parts.** The parts and assemblies used in building Products, service parts and spare parts are selected from new, equivalent-to-new, or reconditioned parts and assemblies.
32. **Your Resale of Dell Services.**
 - A. **Dell Terms & Conditions Applicable to End-Users.** You will only resell Services, including support services sold with Products, to End-Users who agree to be bound to Dell's Customer Master Services Agreement set forth at www.dell.com/servicecontracts ("CMSA"), including terms and conditions incorporated by reference therein. You will incorporate in an enforceable manner the CMSA into your own agreement with End-Users ("End-User Reseller Agreement"), or where required by Dell, enable the CMSA to be presented directly to End-Users prior to their use of Services. Where Dell requires the CMSA to be presented directly to End-Users, the specific implementation and presentation of such terms will be mutually agreed, but at a minimum shall include i) direct links to the CMSA in an enforceable manner; ii) consent/accept provisions; and iii) continued accessibility by End-Users to the CMSA. You will immediately notify Dell if you become aware of any End-User's violation of the CMSA and any actions you have taken or will take in connection with the violation. At Dell's request, you will promptly discontinue further sales and suspend or terminate End-User's access to the Services in response to a violation of the CMSA. You acknowledge and agree that Dell is a third party beneficiary of the agreement used to engage the End User with respect to the Services and that you shall require the End User to acknowledge and agree as to such in the End-User Reseller Agreement. For avoidance of doubt, to ensure compliance with this Section, you shall provide the following provision in your End-User Reseller Agreement (or such other agreement you have with the End User as it relates to the Services):

"Services being provided to you pursuant to this agreement that are provided by Dell Marketing, L.P. or one of its worldwide affiliates ("Dell"), are being provided to you in accordance with the terms and conditions of Dell's Customer Master Services Agreement and any and all applicable Service Descriptions set forth at www.dell.com/servicecontracts. You hereby acknowledge and agree to be bound by the terms set forth therein and that Dell is a third party beneficiary to this agreement."
 - B. **Internal Use by Reseller.** If you use or otherwise are the recipient of Services, including support services sold with Products, in any manner in connection with your resale of Services, such as serving as a managed service provider or participating in the delivery or deployment of Services to your customers, such use shall be governed by the CMSA.
 - C. **Updates.** Dell reserves the right to update the CMSA at any time and from time-

to-time, effective upon posting of an updated version to the Dell website available at www.dell.com/servicecontracts. You are responsible for regularly reviewing the CMSA. You should closely monitor the revision date on the CMSA and any change of its posted date shall be deemed notice to you that the CMSA has been changed or amended. Continued resale or use of Services after any such changes shall constitute your consent to such changes.

- D. **Dell Enforcement.** Dell reserves the right, in its sole discretion, to suspend or terminate any End-User in response to a violation or suspected violation of the CMSA or terms and conditions incorporated by reference therein.
- E. **Dell Access to End-User Usage Data.** "End-User Usage Data" means data or information collected or received by Dell relating to an End-User's use of the Service, including preferences, images, files and documents. Dell reserves the right to access, preserve, or disclose End-User Usage Data if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce Dell's CMSA; (iii) respond to claims that any End-User Usage Data violates the rights of third parties; (iv) respond to your or your End Users' requests for technical support; or (v) protect the rights, property or personal safety of Dell, its users and the public.

(Rev 08/03/2009)

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Exhibit A-3c


 United States ▾


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Dell's Online Policies

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- Encryption
- Intel Pentium III Processor
- Security
- Site Terms
- Legal Notices
- Change of Address/Request Catalog/Mailing List Removal
- Warranties
- Terms and Conditions of Sale
- Return Policy
- Piracy Statement
- Dell Software License Agreement
- Dell Services License Agreement & Acceptable Use Policy (AUP)
- Usability/Accessibility at Dell
- View Service Contracts
- Online Communication Policy

Terms and Conditions of Sale

Purchases of Dell products and services are governed by one of the following terms and conditions. Please review carefully.

[U.S. Terms and Conditions of Sale -- Direct \(Applies to all direct purchases-by internet, phone, or Dell Direct Store\)](#)

[Retail Purchaser End User Agreement \(Applies to all purchases from retail sellers\)](#)

[Terms and Conditions of Sale for Persons or Entities Purchasing to Resell \(Applies to all purchases of products that buyer intends to resell to others\)](#)

[Site Terms \(Governs use of Dell's web site\)](#)

U.S. Terms and Conditions of Sale - Direct (Applies to all direct purchases-by internet, phone, or Dell Direct Store)

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS A BINDING ARBITRATION CLAUSE.

NOTE: These U.S. Terms and Conditions of Sale apply to direct purchases made from Dell by phone, the Internet, or the Dell Direct store.

These terms and conditions ("Agreement") apply to your purchase of products and/or services and support ("Product") sold in the United States by Dell, including its affiliates or subsidiaries. By placing your order for Product, you accept and are bound to the terms and conditions of this Agreement. If you do not wish to be subject to these terms and conditions, you must promptly cancel your order before it goes into production. If you return your purchase within 21 days, we'll refund your purchase price minus shipping, handling, and up to a 15% restocking fee. You may also be responsible for the cost of the return shipping back to Dell. See: www.dell.com/returnpolicy THIS AGREEMENT SHALL APPLY UNLESS (I) YOU HAVE A SEPARATE PURCHASE AGREEMENT WITH DELL, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN; OR (II) OTHER DELL TERMS AND CONDITIONS APPLY TO THE TRANSACTION.

- Other Documents.** This Agreement may NOT be altered, supplemented, or amended by the use of any other document(s) unless otherwise agreed to in a written agreement signed by both you and Dell. If you do not receive an invoice or acknowledgement in the mail, via e-mail, or with your Product, information about your purchase may be obtained at <https://support.dell.com/dellcare/Invoice.aspx> or by contacting your sales representative.
- Payment Terms; Orders; Quotes; Interest.** Terms of payment are within Dell's sole discretion, and unless otherwise agreed to by Dell, payment must be received by Dell prior to Dell's acceptance of an order. Payment for the products will be made by credit card, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by Dell. Invoices are due and payable within the time period noted on your invoice, measured from the date of the invoice. Dell may invoice parts of an order separately. Your order is subject to cancellation by Dell, in Dell's sole discretion. Unless you and Dell have agreed to a different discount, Dell's standard pricing policy for Dell-branded systems, which include both hardware and services in one discounted price, allocates the discount off list price applicable to the service portion of the system to be equal to the overall calculated percentage discount off list price on the entire system. Dell is not responsible for pricing, typographical, or other errors in any offer by Dell and reserves the right to cancel any orders arising from such errors. Invoices must be paid within 30 days of the invoice date. For all but consumer purchases, Dell reserves the right to charge you a late penalty charge of 1.5% per month applied against undisputed overdue amounts or the maximum rate permitted by law whichever is less. Every 30 days thereafter, you will continue to be charged an additional late penalty charge.

3. **Shipping Charges; Taxes; Title; Risk of Loss.** Shipping and handling are additional unless otherwise expressly indicated at the time of sale. Title to products passes from Dell to Customer upon shipment to Customer. Loss or damage that occurs during shipping by a carrier selected by Dell is Dell's responsibility. Loss or damage that occurs during shipping by a carrier selected by you is your responsibility. You must notify Dell within 21 days of the date of your invoice or acknowledgement if you believe any part of your purchase is missing, wrong or damaged. Unless you provide Dell with a valid and correct tax exemption certificate applicable to your purchase of Product and the Product ship-to location, you are responsible for sales and other taxes associated with the order. Shipping and delivery dates are estimates only.
4. **Warranties.** THE LIMITED WARRANTIES APPLICABLE TO DELL-BRANDED HARDWARE PRODUCT CAN BE FOUND AT www.dell.com/warranty OR IN THE DOCUMENTATION DELL PROVIDES WITH DELL-BRANDED PRODUCT. DELL MAKES NO WARRANTIES FOR SERVICE, SOFTWARE, OR NON-DELL BRANDED PRODUCT, SERVICE, MAINTENANCE OR SUPPORT. SUCH PRODUCT, SOFTWARE, SERVICE, MAINTENANCE OR SUPPORT IS PROVIDED BY DELL "AS IS" AND ANY THIRD-PARTY WARRANTIES, SERVICES, MAINTENANCE AND SUPPORT ARE PROVIDED BY THE ORIGINAL MANUFACTURER OR SUPPLIER, NOT BY DELL. DELL MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN DELL'S APPLICABLE DELL-BRANDED WARRANTY OR SERVICE DESCRIPTION IN EFFECT ON THE DATE OF THE INVOICE, PACKING SLIP OR ACKNOWLEDGEMENT. DELL-BRANDED WARRANTIES AND SERVICES ARE EFFECTIVE ON PAYMENT IN FULL, AND DELL IS NOT OBLIGATED TO HONOR ANY WARRANTY OR PROVIDE SERVICE UNTIL DELL RECEIVES PAYMENT IN FULL. DELL MAY REQUEST CANCELLATION OF THIRD-PARTY-BRANDED SOFTWARE LICENSES, SERVICES, MAINTENANCE OR SUPPORT IF DELL DOES NOT RECEIVE PAYMENT. IF YOU PURCHASE THIRD-PARTY-BRANDED PRODUCT, SERVICES, MAINTENANCE, OR SUPPORT, ADDITIONAL THIRD-PARTY TERMS AND CONDITIONS MAY APPLY.
5. **Software.** All software is provided subject to a license agreement and you agree that you will be bound by such license agreement in addition to these terms. Title to software remains with the applicable licensor(s).
6. **Return Policies; Exchanges.** Dell's return policy can be found at www.dell.com/returnpolicy and you agree to those terms. You must contact us directly before you attempt to return Product to obtain a Return Material Authorization Number for you to include with your return. You must return Product to us in their original or equivalent packaging. You are responsible for risk of loss, shipping and handling fees for returning or exchanging Product. Additional fees, including up to a 15% restocking fee, may apply. If you fail to follow the return or exchange instructions and policies provided by Dell, Dell is not responsible for Product that is lost, damaged, modified or otherwise processed for disposal or resale. At Dell's discretion, credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing.
7. **Changed or Discontinued Product.** Dell's policy is one of ongoing update and revision. Dell may revise and discontinue Product at any time without notice to you and this may affect information saved in your online "cart." Dell will ship Product that has the functionality and performance of the Product ordered, but changes between what is shipped and what is described in a specification sheet or catalog are possible. Parts used in repairing or servicing Product may be new, equivalent-to-new, or reconditioned.
8. **Service and Support.**
 - A. **Consumer Customers.** Service offerings may vary. In addition to these terms and conditions, Dell and/or your third-party service provider may provide such service and support to you in accordance with term and conditions of Dell Service Descriptions located at www.dell.com/servicecontracts or as otherwise delivered to you. Dell and/or your third-party service provider may in their discretion revise their general and optional service and support programs and the terms and conditions that govern them without prior notice to you. Your purchase of services is pursuant to this Agreement and the terms and conditions of Dell Service Descriptions, if applicable, published online at the time of your purchase. Dell has no obligation to provide service or support until Dell has received full payment for the Product or service/support contract you purchased. Dell is not obligated to provide third-party branded service or support, or service or support for any products or services that you purchased through a third-party and not Dell. **It is your responsibility to backup all existing data, software, and programs before receiving services or support (including telephone support). Dell and/or your third-party service provider will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of the services or support or any act or omission, including negligence, by Dell or your-third-party service provider.** Dell and/or your third-party service provider is not permitted by law to copy pirated or copyrighted materials or to copy or handle illegal data. Prior to Dell and/or your third-party service provider providing service or support, you represent that your system(s) does not contain illegal files or data. You also represent that you own the copyright or have a license to make copies to all files on your system and do not have any data that would cause Dell or your third-party service provider to be liable for copyright infringement if such data was copied by Dell and/or your third-party service provider. Parts used in repairing or servicing Product(s) may be new,

equivalent-to-new or reconditioned.

B. Commercial Customers, including Small, Medium and Large Business and the Public Sector Customers.

Services and/or support offerings are provided to you pursuant to Dell's Customer Master Services Agreement ("CMSA"), which is available for review at

www.dell.com/servicecontracts and incorporated herein in its entirety by reference.

9. **Limitation of Liability.** DELL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCT NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, DELL WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, DELL IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE APPLICABLE PRODUCT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.
10. **Not For Resale or Export.** You agree to comply with all applicable laws and regulations of the various states and of the United States. You agree and represent that you are buying only for your own internal use only, and not for resale or export. Dell has separate terms and conditions governing resale of Product by third parties and transactions outside the United States. Terms and conditions for resale are located at: www.dell.com/terms/#reseller.
11. **Governing Law.** THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THERE UNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL arising from or relating to this agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this agreement, Dell's advertising, or any related purchase SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW.
12. **Dispute Resolution and Binding Arbitration.** ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL, its agents, employees, principals, successors, assigns, affiliates (collectively for purposes of this paragraph, "Dell") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), Dell's advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (AAA) or JAMS. Arbitration proceedings shall be governed by this provision and the applicable procedures of the selected arbitration administrator, including any applicable procedures for consumer-related disputes, in effect at the time the claim is filed. Consumer claimants (individuals whose transaction is intended for personal family or household use) may elect to pursue their claims in small-claims court rather than arbitration. The arbitration or small-claims court proceeding will be limited solely to the dispute or controversy between customer and Dell. In any dispute, NEITHER CUSTOMER NOR DELL SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The individual (non-class) nature of this dispute provision goes to the essence of the parties' dispute resolution agreement, and if found unenforceable, the entire arbitration and dispute resolution provision shall not be enforced. The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. This transaction shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA). Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. Dell will be responsible for paying any individual consumer's arbitration fees. If any customer prevails on any claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for fees, the Arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law. **YOU ACKNOWLEDGE THAT YOU ARE GIVING UP YOUR RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.** For information on AAA or JAMS, contact the following: American Arbitration Association, 335 Madison Avenue, 10th Floor, New York, NY 10017, www.adr.org; JAMS, 45 Broadway, New York, NY 10005, (800) 352-5267,

(REV 110109)

Retail Purchaser End User Agreement (Applies to all purchases from retail sellers)

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT APPLY TO YOU. THIS DOCUMENT CONTAINS A BINDING ARBITRATION CLAUSE.

This Retail Purchaser End User Agreement ("Agreement") governs your retail purchase and use of products and/or services and support ("Product") sold in the United States by Dell, including its affiliates or subsidiaries. BY PURCHASING AND USING THE PRODUCT, YOU ("CUSTOMER") AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT USE THE PRODUCT, AND RETURN THE PRODUCT TO YOUR PLACE OF PURCHASE (subject to its return policy).

1. **Other Documents.** This Agreement may NOT be altered, supplemented, or amended by the use of any other document(s) unless otherwise agreed to in a written agreement signed by both you and Dell.
2. **Warranties.** THE LIMITED WARRANTIES APPLICABLE TO DELL-BRANDED HARDWARE PRODUCT CAN BE FOUND AT www.dell.com/warranty OR IN THE DOCUMENTATION FOUND WITH YOUR DELL-BRANDED PRODUCT. DELL MAKES NO WARRANTIES FOR SERVICE, SOFTWARE, OR NON-DELL BRANDED PRODUCT, SERVICE, MAINTENANCE OR SUPPORT. SUCH PRODUCT, SOFTWARE, SERVICE, MAINTENANCE OR SUPPORT IS PROVIDED BY DELL "AS IS" AND ANY THIRD-PARTY WARRANTIES, SERVICES, MAINTENANCE AND SUPPORT ARE PROVIDED BY THE ORIGINAL MANUFACTURER OR SUPPLIER, NOT BY DELL. DELL MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN DELL'S APPLICABLE DELL-BRANDED WARRANTY OR SERVICE DESCRIPTION IN EFFECT ON THE DATE OF THE PURCHASE OF YOUR PRODUCT. DELL-BRANDED WARRANTIES AND SERVICES ARE EFFECTIVE WHEN YOU HAVE TRANSFERRED THE OWNERSHIP OF THE PRODUCT INTO YOUR NAME, ALTHOUGH THE WARRANTY PERIOD COMMENCES ON THE DATE OF THE PURCHASE. YOU MAY FIND THE INSTRUCTIONS FOR HOW TO TRANSFER OWNERSHIP INTO YOUR NAME IN THE DOCUMENTATION FOUND WITH YOUR COMPUTER OR BY VISITING <http://www.dell.com/register>. **LIKE YOUR USE OF THE PRODUCT, TRANSFERRING OWNERSHIP OF THE PRODUCT INTO YOUR NAME EXPRESSES YOUR INTENT TO BE BOUND BY THE TERMS OF THIS AGREEMENT.** IF YOU PURCHASE THIRD-PARTY-BRANDED PRODUCT, SERVICES, MAINTENANCE, OR SUPPORT ADDITIONAL THIRD-PARTY TERMS AND CONDITIONS MAY APPLY.
3. **Software.** All software is provided subject to a license agreement and you agree that you will be bound by such license agreement in addition to these terms. Title to software remains with the applicable licensor(s).
4. **Return Policies; Exchanges.** Returns and exchanges are governed by the policies of the retailer where you purchased the Product.
5. **Service and Support.**
 - A. **Consumer Customers.** Service offerings may vary. In addition to terms and conditions, Dell and/or your third-party service provider may provide such service and support to you in accordance with the terms and conditions of Dell Service Descriptions located at www.dell.com/servicecontracts or as otherwise delivered to you. Dell and/or your third-party service provider may in their discretion revise their general and optional service and support programs and the terms and conditions that govern them without prior notice to you. Your purchase of services is pursuant to this Agreement and the terms and conditions of the Dell Service Descriptions, if applicable, published online at the time of your purchase. Dell has no obligation to provide service or support until Dell has received full payment for the service/support contract you purchased. Dell is not obligated to provide third-party branded service or support, or service or support for any products or services that you purchased through a third-party and not Dell. **It is your responsibility to backup all existing data, software, and programs before receiving services or support (including telephone support). Dell and/or your third-party service provider will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of the services or support or any act or omission, including negligence, by Dell or your third-party service provider.** Dell and/or your third-party service provider is not permitted by law to copy pirated or copyrighted materials or to copy or handle illegal data. Prior to Dell and/or your third-party service provider providing service or support, you represent that your system(s) does not contain illegal files or data. You also represent that you own the copyright or have a license to make copies to all files on your system and do not

have any data that would cause Dell to be liable for copyright infringement if those files were copied by Dell and/or your third-party service provider. Parts used in repairing or servicing Product may be new, equivalent-to-new, or reconditioned.

- B. **Commercial Customers, including Small, Medium and Large Business and Public Sector Customers.** Services and/or support offerings are provided to you pursuant to Dell's Customer Master Agreement ("CMSA"), which is available for review at www.dell.com/servicecontracts and incorporated herein in its entirety by reference.
6. **Limitation of Liability.** DELL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCT NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, DELL WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, DELL IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT YOU PAID FOR THE APPLICABLE PRODUCT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.
7. **Not For Resale or Export.** You agree to comply with all applicable laws and regulations of the various states and of the United States. You agree and represent that you are buying for your own internal use only, and not for resale or export. Dell has separate terms and conditions governing resale of Product by third parties and transactions outside the United States. Terms and conditions for resale are located at: www.dell.com/terms/#reseller.
8. **Governing Law.** THE PARTIES AGREE THAT THIS AGREEMENT, THE PURCHASE AND USE OF THE PRODUCT, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement, Customer's purchase or use of the Product, Dell's advertising, or any related purchase SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW.
9. **Dispute Resolution and Binding Arbitration.** ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL, ITS AGENTS, EMPLOYEES, PRINCIPALS, SUCCESSORS, ASSIGNS, AFFILIATES (COLLECTIVELY FOR PURPOSES OF THIS PARAGRAPH, "DELL") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), Customer's purchase or use of the Product, Dell's advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION(AAA) or JAMS. Arbitration proceedings shall be governed by this provision and the applicable procedures of the selected arbitration administrator, including any applicable procedures for consumer-related disputes, in effect at the time the claim is filed. Consumer claimants (individuals whose transaction is intended for personal family or household use) may elect to pursue their claims in small-claims court rather than arbitration. . The arbitration or small-claims court proceeding will be limited solely to the dispute or controversy between Customer and Dell. In any dispute, NEITHER CUSTOMER NOR DELL SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The individual (non-class) nature of this dispute provision goes to the essence of the parties' dispute resolution agreement, and if found unenforceable, the entire arbitration and dispute resolution provision shall not be enforced. The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. This transaction shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA). Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. Dell will be responsible for paying any individual consumers' arbitration fees. If any Customer prevails on any claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for fees, the Arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law. **YOU ACKNOWLEDGE THAT YOU ARE GIVING UP YOUR RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN**

ARBITRATION. For information on AAA or JAMS, contact the following: American Arbitration Association, 335 Madison Avenue, 10th Floor, New York, NY 10017, www.adr.org; JAMS, 45 Broadway, New York, NY 10005, (800) 352-5267, www.jamsadr.com.

(REV 110109)

**Terms and Conditions of Sale for Persons or Entities Purchasing to Resell
(applies to all purchases of Products that buyer intends to resell to others)**

**PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS VERY IMPORTANT
INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS
LIMITATIONS AND EXCLUSIONS THAT APPLY TO YOU.**

These terms and conditions (this **"Agreement"**) apply to your purchase and resale of certain products (**"Products"**) and Dell services (**"Services"**) from Dell or a Dell distributor in the United States or Canada (collectively, Products and Services shall be referred to as **"Dell Products and Services"**). This Agreement does not apply to you if you are buying Dell Products and Services for your own end use. Not all Dell Products and Services are available for purchase under this Agreement. **"Dell"** means the direct or indirect affiliate or subsidiary of Dell Inc. named on your invoice, order confirmation, or other sales documents. **"You"** or **"you"** shall include your subsidiaries and affiliates that are majority owned or controlled by you, and are approved by Dell to resell Dell Products and Services under this Agreement (collectively, **"Affiliates"**). These terms and conditions are subject to change at any time in Dell's sole discretion without prior written notice. If you do not wish to be bound by this Agreement, you must promptly notify Dell. Products must remain in the boxes in which they were shipped and you must notify us immediately to arrange a Product return, for which YOU WILL BE RESPONSIBLE FOR SHIPPING & HANDLING CHARGES. ADDITIONAL RETURN OR RESTOCKING FEES MAY APPLY. THIS AGREEMENT SHALL APPLY UNLESS YOU HAVE A SEPARATE WRITTEN AGREEMENT WITH DELL THAT EXPRESSLY APPLIES TO YOUR PURCHASE AND RESALE OF DELL PRODUCTS AND SERVICES.

By purchasing Dell Products and Services for resale, you agree to be bound by and accept the terms and conditions of this Agreement.

TERMS AND CONDITIONS

1. **Appointment.** Subject to your compliance with this Agreement, you may resell Dell Products and Services to certain third parties (**"End-users"**) as authorized by Dell in writing, in Dell's sole discretion, only after you have added value to the Products through the addition of hardware, software, or services. Approval by Dell shall not be deemed from the sale of Product to you. You may not resell to Consumer, Education, Healthcare, Federal, State, Provincial or Local or other Public-sector customers, or to distributors or third-party sales agents, and you may not remarket or resell through retail storefronts or auction-type web sites. You may not resell to customers outside the United States or Canada, whichever is the country covered by the Dell entity from which you purchased Dell Products and Services. This Agreement is not exclusive. Dell may appoint other dealers, distributors, resellers, licensees or sales agents (including those who may compete with you) to sell Dell Products and Services. Dell may market Dell Products and Services to any third-party directly or indirectly without any obligation or liability to you. This Agreement does not guarantee that you will make any sales of Dell Products and Services. You determine or set your resale pricing. Dell reserves the right to restrict or prohibit your participation in certain promotions, and to add, modify, or discontinue pricing, Products, Services, or parts. Dell may require you to meet additional obligations not outlined herein, which will be disclosed to you prior to your purchase of Dell Products and Services for resale. You will provide Dell such information and reports pertinent to your relationship with Dell as may reasonably be requested by Dell.
2. **Trademarks; Copyrights.** . You may use the "Dell" name and the names of Dell's Products and Services (collectively, **"Names"**) solely for the purpose of accurately identifying the Dell Products and Services you market or sell under this Agreement. You may not use the Names for any other purpose, and may not use any other Dell trademarks, service marks, or copyrighted works. You agree to change or correct, at your own expense, any materials or activity that Dell decides is inaccurate, objectionable or misleading, or a misuse of the Names, trademarks, service marks, logos, or copyrighted works. You are prohibited from using Dell's logos, referring to yourself as an authorized reseller of Dell, or creating the impression that Dell is affiliated with you other than as permitted expressly by the terms of the PartnerDirect program. You may not claim or imply that you and Dell are legal partners or that Dell has sponsored, authorized, approved, or endorsed your business or any offer or marketing, advertising, or promotion thereof in any manner. You may not register or use any domain name or business name containing or confusingly similar to any name or mark of Dell's. You will clearly and prominently identify yourself in all your offers and advertising, marketing, and promotional materials.
3. **Intellectual Property Ownership.** All right, title and interest in the intellectual property rights in Dell Products and Services, including technology and trade secrets

- embodied therein and any custom developments created or provided in connection with or related to this Agreement, and any derivative works thereof, shall belong solely and exclusively to Dell or its licensors, and you shall have no rights whatsoever in any of the foregoing other than the rights set forth in this Agreement. Nothing in this Agreement or otherwise will be deemed to grant to you an ownership interest in the intellectual property rights in Dell Products and Services, in whole or in part.
4. **WARRANTIES.** DELL MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN (i) DELL'S APPLICABLE LIMITED WARRANTY STATEMENT IN EFFECT ON THE DATE OF THE INVOICE, PACKING SLIP, OR ACKNOWLEDGEMENT FOUND AT WWW.DELL.COM/WARRANTY OR THE DOCUMENTATION PROVIDED WITH THE PRODUCT(S) OR SERVICES OR (ii) WITH RESPECT TO THE SERVICES IN AN APPLICABLE SERVICE CONTRACT OR SERVICES DESCRIPTION FOUND AT WWW.DELL.COM/SERVICECONTRACTS OR A SEPARATELY SIGNED STATEMENT OF WORK. DELL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES BY DELL FOR NON-DELL BRANDED PRODUCTS, SERVICES, OR SOFTWARE PRODUCTS. ALL SUCH PRODUCTS AND SERVICES ARE PROVIDED BY DELL "AS IS." NO REVISION IN LIMITED WARRANTIES WILL AFFECT PRODUCTS OR SERVICES ALREADY ORDERED BY YOU.
 5. **REMEDIES & RESPONSIBILITIES.** DELL RESERVES THE RIGHT TO MODIFY OR DISCONTINUE SERVICE, MAINTENANCE, OR SUPPORT IT OFFERS IN WHOLE OR IN PART PROVIDED SUCH MODIFICATION OR DISCONTINUANCE SHALL NOT VOID ANY WARRANTY, SERVICE, MAINTENANCE, OR SUPPORT IN EXISTENCE AND PAID FOR PRIOR TO SUCH MODIFICATION OR DISCONTINUANCE. DELL MAY CANCEL SOFTWARE LICENSES, SERVICES, MAINTENANCE, OR SUPPORT IF DELL DOES NOT RECEIVE PAYMENT. IF YOU PURCHASE THIRD-PARTY-BRANDED PRODUCTS, SERVICES, MAINTENANCE, OR SUPPORT, ADDITIONAL THIRD-PARTY TERMS AND CONDITIONS MAY APPLY. YOU SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL REPRESENTATIONS AND OMISSIONS YOU MAKE OR FAIL TO MAKE TO YOUR CUSTOMERS OR TO THE PUBLIC. YOU WILL INFORM YOUR CUSTOMERS OF DELL'S RIGHTS AND YOUR OBLIGATIONS UNDER THIS AGREEMENT.
 6. This Agreement may NOT be altered, supplemented, or amended by you via the use of any other document(s) unless otherwise agreed to in a separate written agreement signed by Dell. Any use of pre-printed forms, such as purchase orders, are for convenience only, and any terms set forth therein shall not apply to the purchase of Dell Products and Services in accordance with this Agreement.
 7. **Limitation of Liability.** DELL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS AGREEMENT. DELL WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, OR FOR ANY LIABILITY FOR PRODUCTS OR SERVICES NOT BEING AVAILABLE FOR USE, LOST OR CORRUPTED DATA OR SOFTWARE, LOST PROFITS OR SAVINGS, LOSS OF BUSINESS, OR THE PROVISION OF SERVICES OR SUPPORT NOT OTHERWISE PAID FOR OR SUBJECT TO ANY WARRANTY ASSOCIATED WITH SUCH PRODUCT OR SERVICE WHETHER DIRECT OR INDIRECT, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR ON OUR WEB SITE TO THE CONTRARY, DELL IS NOT RESPONSIBLE FOR INFORMATION OR DATA YOU PROVIDE TO US UNLESS YOU HAVE A SEPARATE WRITTEN AGREEMENT TO THE CONTRARY. YOU AGREE THAT FOR ANY LIABILITY ARISING FROM OR RELATED TO THE PURCHASE OF ANY PRODUCTS OR SERVICES, DELL IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES: IN THE CASE OF PRODUCTS ABOVE THE AGGREGATE DOLLAR AMOUNT YOU PAID TO DELL FOR SUCH PRODUCTS THAT CAUSED THE LIABILITY OR IN THE CASE OF SERVICES THE AGGREGATE DOLLAR AMOUNT YOU PAID TO DELL FOR SUCH SERVICES THAT CAUSED THE LIABILITY IN THE PREVIOUS 12 MONTHS PRIOR TO SUCH CLAIM FOR LIABILITY. THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.
 8. **Limitation Period.** Neither party may institute any action in any form arising out of this Agreement more than two (2) years after the cause of action has arisen, or in the case of nonpayment, more than two (2) years from the date of last payment.
 9. **Your Indemnity to Dell.** To the fullest extent permitted by law, you will indemnify, defend, and hold harmless Dell, including Dell's officers, directors, agents, employees, subsidiaries, affiliates, parents, successors and assigns, from any claim, demand, cause of action, debt, or liability (including reasonable attorneys' or legal fees, expenses, and court costs) that relates to: (a) your modification of or addition to Dell Products and Services; (b) your breach of this Agreement, including your failure to secure assent by your End-Users to be bound by the CMSA (as defined below) or such other End-User terms provided by Dell to you in connection with this Agreement; (c) your omission, misrepresentation, or negligence; (d) warranties you provide to End-Users outside the terms of this Agreement with respect to Dell Products and Services; and (d) damage to a third party by Dell Products and Services sold by you to the extent such claim is based on (i) your modification of or addition to Dell Products and Services, misuse or abuse of Dell Products and Services, or breach of any provision in this Agreement; (ii) your failure to

abide by all applicable laws, rules, regulations, and orders that affect Dell Products and Services; (iii) your omission, misrepresentation, or negligence; or (iv) intentional harm to any person or property caused by you. Indemnified claims, debts, and liabilities include the amount of any discount in price or concession that is made available by Dell to you.

10. **Marketing.** Reseller shall make no representations or warranties concerning Dell Products and Services except as Dell may itself approve in writing.
11. **Dispute Resolution - Arbitration.** The parties will attempt to resolve any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including statutory, consumer protection, common law, intentional tort and equitable claims) between you and Dell, its agents, employees, principals, successors, assigns, or affiliates (collectively for purposes of this paragraph, "Dell") arising from or relating to the parties' written agreements, their interpretation, or the breach, termination or validity thereof, the relationships which result from the written agreements, the partner direct program, the reseller program, Dell's advertising, or any related purchase (each a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. If the parties are unable to resolve the Dispute through negotiation or mediation within a reasonable time after written notice from one party to the other that a Dispute exists, the Dispute will be settled by binding individual arbitration in accordance with the then current CPR Rules for Non-Administered Arbitration. The Arbitration will be conducted before a single arbitrator mutually agreed to by the parties. If such arbitrator cannot be agreed upon Dell will appoint one (1) arbitrator and you will appoint one (1) arbitrator. The two (2) appointed arbitrators will then select a third arbitrator, who shall be the presiding arbitrator. NEITHER YOU NOR DELL SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER RESELLERS OR PARTNERS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The individual (non-class) nature of this dispute provision goes to the essence of the parties' arbitration agreement, and if found unenforceable, the entire arbitration provision shall not be enforced. The arbitration hearing shall take place in Austin, Texas, and will be governed by the United States Federal Arbitration Act to the exclusion of any inconsistent state laws. The arbitrators shall base their award on the terms of any written Agreement(s), and will follow the law and judicial precedents that a United States District Judge sitting in the Western District of Texas would apply to the Dispute. (For Canadian entities: the arbitration hearing shall take place in Toronto, Ontario, and will be governed by the Arbitration Act of Ontario and the applicable laws of Ontario and Canada.) The arbitrator shall render its award in writing and will include the findings of fact and conclusion of law upon which their award is based. Judgment upon the arbitration award may be entered by any court of competent jurisdiction. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, although the merits of the underlying Dispute will be resolved in accordance with this paragraph.
12. **Independent Contractors.** No provision of this Agreement will or shall be deemed to create a legal partnership, joint venture, or other combination between Dell and you. You and Dell are independent contractors. Neither party will make any warranties or representations or assume any obligations on the other party's behalf. Neither party is or will claim to be a legal representative, franchisee, agent, or employee of the other party. Each party is responsible for the amounts it incurs arising from this Agreement and for the direction and compensation, and is liable for the actions, of its employees and subcontractors.
13. **Governing Law.** THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THEREUNDER, OR ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT, OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL arising from or relating to this Agreement, its interpretation, or the breach, termination, or validity thereof, the relationships which result from this Agreement, Dell's advertising, or any related purchase SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS (OR FOR CANADIAN ENTITIES, THE PROVINCE OF ONTARIO), WITHOUT REGARD TO CONFLICTS-OF-LAWS RULES.
14. **Export.** You acknowledge that the purchased Dell Products and Services licensed or sold under this agreement may include technology and software that are subject to the customs and export control laws and regulations of the United States ("U.S.") or Canada and may also be subject to the customs and export laws and regulations of the country in which Dell Products and Services are manufactured and/or in the case of both Dell Products and Services are received. For any authorized resale under this Agreement, you acknowledge that it is your sole responsibility to comply with those laws and regulations and you agree to fully abide by those laws and regulations. Further, under those laws, Dell Products and Services shipped pursuant to this Agreement may not be sold, leased or otherwise transferred to restricted End-Users (including those on the U.S. Department of Commerce, Bureau of Industry and Security "Entity List" and other lists of denied parties) or to restricted countries (currently Cuba, Iran, North Korea, Sudan, and Syria). In addition, the shipped Dell Products and Services may not be sold, leased or otherwise transferred to, or utilized by an End-User engaged in activities related to weapons of mass destruction, including without limitation, activities related to the design, development, production or use of nuclear weapons, materials, or facilities, missiles or the support of

missile projects, and chemical or biological weapons. In addition, you agree to indemnify, defend and hold Dell harmless from any loss, expense, penalty or claim against Dell due to your violation or alleged violation of any such applicable laws and regulations. If purchased Dell Products and Services are resold in violation of the foregoing restrictions, Dell shall not be obligated to provide any warranty service or technical support.

15. **Regulatory Compliance.** Dell has not tested the Products for use in specialized or high-risk applications or hazardous environments, including but not limited to any life-sustaining, chemical, or mission-critical use. DELL WILL NOT HAVE ANY LIABILITY FOR ANY DAMAGES ARISING FROM THE USE OF THE PRODUCTS IN ANY HIGH RISK ACTIVITY, INCLUDING BUT NOT LIMITED TO THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, MEDICAL SYSTEMS, LIFE SUPPORT, OR WEAPONS SYSTEMS. You are responsible for ensuring continued regulatory compliance, including but not limited to compliance to electrostatic discharge and radiated emissions standards, for any modifications or additions made to the Products after the Products are shipped from Dell. You are also responsible for obtaining any regulatory compliance marks that may be required to ship into locations other than United States and Canada.
16. **Headings.** The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived there from. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and will not be terminated.
17. **Language.** The parties confirm that it is their wish that this Agreement, as well as other documents relating to this Agreement, including all notices, have been and will be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise.
18. **Audit.** You will maintain accurate and legible records for a period of five years and will grant to Dell, or its designee, reasonable access to and copies of, any information reasonably requested by Dell with respect to your performance under this Agreement.
19. **Termination.** Dell may terminate this Agreement for any reason upon written notice to you at the address provided to Dell in accordance with the terms of this Agreement. This Agreement may be terminated by written notice of termination by either party if the other party breaches any of its obligations under this Agreement and the breach is not substantially cured within 30 days of receipt of notice of such breach (or, if an effort to cure is being diligently pursued, within such time as is reasonably necessary to complete the cure).
20. **Purchases by Affiliates.** Unless otherwise agreed in writing, any Affiliate who submits an order to Dell shall have thereby agreed to abide by the terms of this Agreement. Dell, in its sole discretion, may discontinue selling Dell Products and Services to any Affiliate or may require additional payment and/or credit conditions for such Affiliate. In consideration of Dell's agreement to extend credit to your Affiliates at the same or similar level as the credit extended to you, you hereby unconditionally guarantee complete and timely payment of any and all amounts due to Dell from any Affiliate.
21. **Assignment; Subcontracting.** You may not assign this Agreement without the prior written consent of Dell. Dell has the right to subcontract the Services provided under this Agreement.
22. **Force Majeure.** Dell shall not be liable to you for any failure to perform any of its obligations under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, war, embargo, strike, riot or the intervention of any governmental authority (a "Force Majeure").
23. **Notices.** To give notice under this Agreement, your notice must be in writing and sent by postage prepaid first-class mail, receipted courier service, facsimile telecommunication or electronic mail to the address below. Notice to you may be sent to you by postage prepaid first-class mail, receipted courier service, facsimile telecommunication or electronic mail to the address and contact information provided by you to Dell in connection with this Agreement.
Dell Marketing L.P.
Attn: Mgr Contracts
One Dell Way
Round Rock, TX 78682
24. **Quotes; Orders; Payment Terms; Interest.** Payment terms for Dell Products and Services are within Dell's sole discretion and shall be set forth at the time of purchase of such Dell Products and Services. You agree not to violate the terms of any offer or concession made available by Dell. Dell may invoice or ship parts of an order separately. Dell reserves the right to cancel an order or transaction, in whole or in part. If you breach the provisions of this Agreement or the terms of any offer, Dell may charge or re-debit your account or credit card the full list price for your purchase (in lieu of a discounted or special price included in the offer). You agree to pay interest on all past-due sums at the highest rate allowed by law. You hereby grant Dell, and Dell hereby retains, a purchase money security interest and lien on any and all of your rights, title, and interest in Products, wherever located, and all replacements or proceeds of the Products, until the invoice for the applicable Products is paid in full, including any late charges and costs of collection. You consent to Dell's use of this Agreement, as well as Product invoices, as financing statements for protecting this security interest and appoint Dell as your agent for service of

- process. Unless you and Dell have agreed to a different discount, Dell's standard pricing policy for Products, which include both hardware and support services in one discounted price, allocates the discount off list price applicable to the service portion of the system to be equal to the overall calculated percentage discount off list price on the entire system.
25. **Shipping Charges; Risk of Loss; Taxes.** Shipping dates provided by Dell are estimates only. Shipping and handling are additional and will be shown on the invoice(s) or other documentation. Loss or damage to Products that occurs during shipping by a carrier selected by Dell is Dell's responsibility. Loss or damage that occurs during shipping by a carrier selected by you is your responsibility. Unless you provide Dell with a valid and correct tax-exemption certificate at the time of purchase, you will be responsible for any and all taxes and fees associated with the order of Dell Products and Services, however designated, except for Dell's franchise taxes and taxes on Dell's net income.
 26. **Title; Insurance.** Title to Products (except software) passes from Dell to you on shipment from Dell's facility or third-party manufacturer's facility. Title to software will remain with the applicable licensor(s). You will maintain comprehensive general liability, including products liability, insurance in an amount appropriate for your business, but in no event less than \$1,000,000.00 (US) with an insurance company having a Best rating of A. Upon request, you will name Dell as an additional insured and provide to Dell a certificate of such insurance (including any new or amended certificates of insurance).
 27. **Software; End-User License Agreement.**
 - A. **Products.** All software distributed with Products is provided subject to the End-User license agreement that is provided with the Product. You agree that you and your End-Users will be bound by such license agreement.
 - B. **Services.** All software services, online services, hosted solutions, cloud computing services and software-enabled services are provided pursuant to the license agreement and Acceptable Use Policy set forth at www.dell.com/AUP.
 28. **No Returns.** All sales are final. Neither you nor your customers may return Products to Dell. If you refuse delivery of Products that you ordered, you will be responsible for shipping and handling charges and additional return or restocking fees may apply.
 29. **Order Support; Other.** If you do not receive an invoice or acknowledgement in the mail or with your Dell Products and Services, information about your purchase may be obtained at www.support.dell.com/DellCare/Index.aspx (or in Canada at www.dell.ca/support) or by contacting your sales representative. You are obligated to ensure that you transfer the asset/service identification number (e.g. the Service Tag or Asset Number) to your End-User that is associated with Dell Products and Services you have purchased for resell in accordance with this Agreement. The process to complete such transfer is located at www.support.dell.com, which process may change from time to time. It is your responsibility to ensure compliance with the latest version of the posted process. You acknowledge that your failure to properly transfer the asset/service identification number will result in the End-User's inability to receive services from Dell.
 30. **Dell Products and Services Updates.** Dell's policy is one of ongoing Dell Products and Services update and revision. Dell may revise and discontinue Dell Products and Services at any time without notice to you. Dell will ship Products and offer Services that have the functionality and performance of Dell Products and Services ordered, but changes between what is provided to you and what is described in a specification sheet or catalog are possible.
 31. **Support Services Parts.** The parts and assemblies used in building Products, service parts and spare parts are selected from new, equivalent-to-new, or reconditioned parts and assemblies.
 32. **Your Resale of Dell Services.**
 - A. **Dell Terms & Conditions Applicable to End-Users.** You will only resell Services, including support services sold with Products, to End-Users who agree to be bound to Dell's Customer Master Services Agreement set forth at www.dell.com/servicecontracts ("CMSA"), including terms and conditions incorporated by reference therein. You will incorporate in an enforceable manner the CMSA into your own agreement with End-Users ("End-User Reseller Agreement"), or where required by Dell, enable the CMSA to be presented directly to End-Users prior to their use of Services. Where Dell requires the CMSA to be presented directly to End-Users, the specific implementation and presentation of such terms will be mutually agreed, but at a minimum shall include i) direct links to the CMSA in an enforceable manner; ii) consent/accept provisions; and iii) continued accessibility by End-Users to the CMSA. You will immediately notify Dell if you become aware of any End-User's violation of the CMSA and any actions you have taken or will take in connection with the violation. At Dell's request, you will promptly discontinue further sales and suspend or terminate End-User's access to the Services in response to a violation of the CMSA. You acknowledge and agree that Dell is a third party beneficiary of the agreement used to engage the End User with respect to the Services and that you shall require the End User to acknowledge and agree as to such in the End-User Reseller Agreement. For avoidance of doubt, to ensure compliance with this Section, you shall provide the following provision in your End-User Reseller Agreement (or such other agreement you have with the End User as it relates to the Services):


"Services being provided to you pursuant to this agreement that are provided by Dell Marketing, L.P. or one of its worldwide affiliates ("Dell"), are being provided to

you in accordance with the terms and conditions of Dell's Customer Master Services Agreement and any and all applicable Service Descriptions set forth at www.dell.com/servicecontracts. You hereby acknowledge and agree to be bound by the terms set forth therein and that Dell is a third party beneficiary to this agreement."

To ensure compliance with the terms of this Agreement, Dell reserves the right to audit your agreements with the End Users. Such audit shall take place during normal business hours upon seven days prior written notice.

- B. **Internal Use by Reseller.** If you use or otherwise are the recipient of Services, including support services sold with Products, in any manner in connection with your resale of Services, such as serving as a managed service provider or participating in the delivery or deployment of Services to your customers, such use shall be governed by the CMSA.
- C. **Updates.** Dell reserves the right to update the CMSA at any time and from time-to-time, effective upon posting of an updated version to the Dell website available at www.dell.com/servicecontracts. You are responsible for regularly reviewing the CMSA. You should closely monitor the revision date on the CMSA and any change of its posted date shall be deemed notice to you that the CMSA has been changed or amended. Continued resale or use of Services after any such changes shall constitute your consent to such changes.
- D. **Dell Enforcement.** Dell reserves the right, in its sole discretion, to suspend or terminate any End-User in response to a violation or suspected violation of the CMSA or terms and conditions incorporated by reference therein.
- E. **Dell Access to End-User Usage Data.** "End-User Usage Data" means data or information collected or received by Dell relating to an End-User's use of the Service, including preferences, images, files and documents. Dell reserves the right to access, preserve, or disclose End-User Usage Data if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce Dell's CMSA; (iii) respond to claims that any End-User Usage Data violates the rights of third parties; (iv) respond to your or your End Users' requests for technical support; or (v) protect the rights, property or personal safety of Dell, its users and the public.

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